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## The Solicitors' Journal and Reporter.

LONDON, OCTOBER 19, 1901.

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the regular staff of the JOURNAL.

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### CURRENT TOPICS.

THE LORD Chief Justice concluded his sittings as Vacation  
Judge on Wednesday last. His Lordship disposed of twenty-  
five opposed motions, and rose shortly after 12.45 p.m.

AS USUAL none of the lists for the ensuing sittings were ready  
at the time of going to press. We venture again to suggest  
that it would be greatly to the advantage of the profession if  
they could be obtained a week before the commencement of  
each sittings. It would be quite easy to issue supplemental lists  
if necessary.

ON THURSDAY there came rumours of the resignations of Mr.  
Justice DAY and of the Master of the Rolls. These rumours  
appear to be rather more authentic than usual, but we beg to  
observe, once for all, that the note which it is now the fashion  
to append to sale plans is applicable *mutatis mutandis* to the  
rumours referred to in this journal. They are given by way of  
assistance and information, "but are in no way guaranteed."

WE REFERRED last week to the persistent revival of the  
rumour that the Solicitor-General was to exchange the worry of  
Parliamentary life for the repose of the bench. The rumour  
has again been contradicted, and it ignores the fact that ten  
years' standing as a barrister (which must mean a member of  
the English bar) is necessary under section 8 of the Judicature  
Act, 1873, as a qualification for appointment as a judge of the  
High Court. Under that section the qualification of a judge  
of the Court of Appeal is that previously required for a Lord  
Justice of the Court of Appeal in Chancery—that is (14 & 15  
Vict. c. 83, s. 1), fifteen years' standing as a barrister. As Sir  
E. H. CARSON was only called to the English bar in 1893, he is  
obviously not yet qualified for promotion to the Supreme Court.

THE EXCESSIVE speed at which motor-cars are driven, and  
bicycles ridden, along our streets and highways is undoubtedly  
a dangerous nuisance, and one which the magistrates and police  
are bound to do their best to suppress. There is, however, a  
greater danger than this, and one much more mischievous,  
and that danger consists in the existence of a bench of  
magistrates so prejudiced against the drivers of motor-cars  
and the riders of bicycles as to be incapable of dealing fairly  
with them when charged with furious driving or riding.  
It is, unfortunately, the fact that in several districts the  
bias of justices against offenders of this class has become  
almost a public scandal, and that persons charged find it im-  
possible to get a really fair trial. It is very difficult to measure  
at any given moment the actual speed at which a carriage is  
travelling, yet we find in these districts that the word of  
a policeman is accepted as conclusive, and as a matter of  
course is in every case brought forward. Now, admirable  
as the police of this country are as a body, undoubtedly a  
great many of them are somewhat over-anxious to obtain  
convictions, and it is only natural that constables told off  
for the special duty of catching the furious driver do not like  
to return to their stations empty handed; and the assurance  
that their estimate of speed will in all cases be accepted as  
absolutely correct by the justices is a dangerous encouragement  
to exaggeration on their part. In some districts there exists an  
extraordinary prejudice against motor-cars, but a similar  
prejudice once existed against railways, and it must share  
the same fate. This mode of locomotion must become more  
and more general, and it is impossible to stop its growth.  
Its growth may, however, be, and probably has been, checked  
and interfered with to the considerable injury of an important  
and valuable branch of the engineering trade.

WITH REGARD to motor-cars the maximum speed is definitely  
regulated by statute. By the Locomotives on Highways Act,

1896, and the rules made thereunder by the Local Government Board, the pace at which a motor-car may be driven must in no case exceed twelve miles an hour. Hence in dealing with charges of driving these vehicles at an excessive pace, the issue for magistrates to decide is comparatively simple, and the "thirty miles an hour" of the constable may be liberally discounted and yet a good margin of safety may remain in convicting. With regard to bicycles, however, the question is very different. Here there is no definite statutory maximum speed beyond which they must not be ridden. A bicycle is a "carriage" within the meaning of the Highway Act, 1835, and section 78 of that Act imposes a penalty upon any person driving a carriage "furiously so as to endanger the life or limb of any passenger." The illegality of excessive speed, therefore, lies in the danger created, and it is submitted that, on a straight country road with no one in sight, it is no offence to drive a carriage or ride a bicycle at fifty miles an hour. Yet we hear of conviction after conviction in the districts referred to where evidence of speed alone is given without any evidence as to any danger. In towns the matter is somewhat different, and it may be more fairly argued that excessive pace of itself is evidence of danger, but the danger (or else obstruction or annoyance) must be found in this case too, in order to justify a conviction. Here section 28 of the Towns Police Clauses Act, 1847, is material. That section provides that "every person, who in any street, to the obstruction, annoyance, or danger of the residents or passengers . . . rides or drives furiously" is liable to a penalty. It is, however, not in connection with streets, but with country highways, that the doubtful convictions have taken place, and that something very like persecution exists. With all due respect, with a full sense of the necessity of checking the nuisance of furious driving, and with ample recognition of the difficulty of so doing, we submit these remarks to those magistrates whom it may concern.

WE HAVE a strong objection to the practice of publication in the daily papers of the contents of wills, but as a clause in Sir R. G. RAFFER's will has been circulated all over the country, it may by this time be considered as public property. The testator, who was a solicitor of high position, seems to have been haunted by the apprehension that, either as solicitor or trustee, he might have engaged in some transaction, "either as a partner in my firm or individually" whereby "some person or persons might have suffered loss"; and he therefore "desired that the executors of his will would carefully consider any case in which it might appear that he or his estate should morally or honourably bear responsibility, and in any such case, after taking the opinion of" a learned counsel who is named in the will, "in aid of but not in substitution for their own judgment, should make good to such extent as they may deem right any loss which might have occurred." With the fullest appreciation of the admirable motive of the testator, we venture to think that he had better have abstained from placing this provision on the face of his will. One would have thought that his object would have been better carried out by the bequest of a fund to his executors on the face of it absolute, and by leaving a private letter addressed to them containing the request, with a provision for disposition of the surplus of the fund. As it stands in the will, the clause is an invitation to every cantankerous client or *cestui que trust* to formulate a claim alleging that the testator was "morally or honourably" bound to compensate the claimant. An investment properly made by the testator as trustee may have lessened in value or have ceased to produce income; here the testator apparently "has been engaged in a transaction whereby some person or persons have suffered loss." The testator in the course of his business, like most other solicitors, must have had to advise clients under special circumstances to compromise claims or forego their strict rights; he must have been obliged to leave the preparation of wills to clerks, whereby litigation may have been occasioned by obscure or missing provisions; he and his clients must have suffered, like the rest of the legal world, from the delay in the transaction of pressing business by the irresponsible articulated clerk—are these and other like occurrences to be the subject of a "moral or honourable"

claim against his estate? Altogether we do not envy the executors the performance of the duty which has been imposed on them by the testator. With the residuary legatees on the one hand and the claimants on the other, they would seem to be rather "between the devil and the deep sea," and the only satisfactory portion of the provision appears to be the requirement that in the case of each claim an opinion should be taken which is likely to keep the executors' action within the lines of prudence and common sense.

A TRIAL which has excited great attention in France was concluded at the end of last week. It bore some slight resemblance to what was called the *Penge case*, tried before Mr. Justice HAWKINS more than twenty years ago, when the brothers STAUNTON were convicted of having caused the death of the wife of one of the brothers by neglect and ill-treatment. In the French case a gentleman of good social position, a member of the bar, and who had held for some time the office of *sous-préfet*, was charged in the criminal court of Poitiers with the illegal imprisonment of his sister, a person of unsound mind. The unfortunate lady was found confined in a room in the house in which the prisoner and his mother resided. She was in a terrible state of filth and neglect, and it was suggested that the prisoner had detained her in the house to avoid the expense of sending her to a lunatic asylum. It was urged on his behalf that he had nothing to do with the detention of his sister, which was contrived by his mother, who had exclusive authority in the house. We have no desire to express any opinion on the merits of the case, but we refer to it for the purpose of pointing out that there appears to be no law of contempt of court in France—as regards the publication of articles calculated to prejudice the fair trial of criminal proceedings. The English courts, as is well known, have from a very early period interfered to prevent the publication of articles tending to prejudice the minds of the public against persons concerned as parties in judicial proceedings before the cause is finally heard. One of the most recent cases on the subject is *Reg. v. Payne* (1896, 1 Q. B. 577), an application for an attachment against the proprietor of a newspaper and the writer of articles in it relating to proceedings for larceny and embezzlement which had recently been taken and were then still pending. The Divisional Court adopted the rule that to make any such article the subject of proceedings for contempt it must be calculated to interfere with a fair trial of the cause. We have had the opportunity of referring to several French newspapers which were published at the commencement of the recent trial, and before it was terminated, and we cannot but be astonished at the tone adopted by the writers who comment upon the case. One newspaper speaks of the proceeding as "this 'monstrous charge' which has been brought by freethinkers in their campaign against religion." Other newspapers insist on the guilt of the prisoner, and illustrations appeared in other papers depicting the unfortunate lady in the room where she was discovered. Nothing could more strongly illustrate the difference between the law and the administration of the law in two countries separated by only a few miles from each other.

THE RECENT case of *Threlkeld v. Smith* (1901, 2 K. B. 531) involved a somewhat subtle construction of section 14 of the Larceny Act, 1861, an enactment which, with the adjacent sections, forms the modern counterpart to the old forest laws. Section 12 imposes a fine, not exceeding £50, on any person who unlawfully and wilfully hunts or kills "any deer kept or being in the uninclosed part of any forest, chase, or purlieu"; section 13 extends the penalty to imprisonment for a term not exceeding two years, when the deer is in the inclosed part of any forest, &c.; and section 14 is aimed at the mere possession of "any deer, or the head, skin, or other part thereof." Any person in whose possession or on whose premises any such compromising matter is found is liable to a fine of £20 unless he can shew that he came "lawfully" by it. In what sense is the word "lawfully" here used? Must the accused shew that he had a good title to the deer, or is it sufficient if he shews that no offence has been committed in respect of it under the two previous sections? In *Threlkeld v.*



*Smith (supra)* a deer which had been found in the possession of THRELKELD, the appellant, was proved to have been one of a herd of deer kept in the forest of Mr. HASELL, in Westmoreland. It escaped from the forest and was killed by THRELKELD outside the boundaries of the forest upon land of Lord LONSDALE. Inasmuch as THRELKELD had clearly no right to kill the deer, which, if it had ceased to belong to Mr. HASELL, belonged to Lord LONSDALE, it was a plausible contention that he had not come by it lawfully, and he was accordingly convicted by the justices of Westmoreland and fined £5. But the Divisional Court (RIDLEY and BIGHAM, JJ.) felt that to sanction this result would be to make the existing law more stringent even than the ancient. The old forest laws protected by severe penalties the deer in the king's forests, but it does not appear that they protected deer beyond the forest, and they could not therefore have been applied against the offender in a case like the present. Probably it would have been sufficient to plead that the alleged offence was committed outside the jurisdiction of the forest court. But however this may be, it would be a harsh construction of section 14 of the Larceny Act to make any man who had a haunch of venison in his possession criminally liable unless he could prove a good title to it, and the court held that the conviction of the appellant ought to be quashed. There had been no offence in respect of the deer under sections 12 and 13, and hence THRELKELD had come by it lawfully for the purpose of section 14. The result may be sound, but it leaves the impression that the word "lawfully" has received unusually free treatment.

WHEN a requisition for a general meeting has been deposited at the office of a company under section 13 of the Companies Act, 1900, the machinery by which the meeting is actually called would seem to be of no great importance. Nevertheless, it is essential, if it is called within the statutory period of twenty-one days, that this should be done on the authority of the directors, and it was held in *Re State of Wyoming Syndicate* (49 W. R. 650; 1901, 2 Ch. 431) that if the secretary takes it upon himself to summon the meeting, the proceedings are invalid. A similar point arose in *Re Haycraft Gold, &c., Co. (Limited)* (1900, 2 Ch. 230), where notices for a meeting to pass an extraordinary resolution for voluntary winding up under section 129 (3) of the Companies Act, 1862, had been issued by the secretary without the authority of the directors duly assembled at a board meeting. It appeared that the secretary had communicated with the directors in an informal manner, and had then sent out the winding-up notices signed by himself, but there had been no board meeting, nor had the directors been asked to approve the proposed resolution. COZENS-HARDY, J., held that this was not a mere irregularity, but an omission which invalidated the meeting and the subsequent proceedings, and since, therefore, there was no voluntary winding up, he made a compulsory order. In *Re State of Wyoming Syndicate (supra)*, upon a requisition being sent in by a sufficient number of members, the secretary of the company issued notices for the meeting signed by him, but he did this on his own responsibility and without any authority from the directors. WRIGHT, J., held that this invalidated, as in *Re Haycraft Gold, &c., Co.*, the winding-up resolution passed at the meeting. "Nothing," he said, "can be more important than the question whether a company should proceed to voluntary liquidation, especially when a petition for a compulsory winding-up order is pending against the company, and it seems to me that proceedings of this kind ought to be conducted with substantial propriety." Hence, as in the earlier case, there being no voluntary liquidation in existence, the company was ordered to be wound up compulsorily. The intervention of the board of directors may be in such cases little more than a form, but it is a form which must be observed.

THE CURRENT number of the *Law Quarterly Review* contains the conclusion of the interesting sketch by Mr. THOMAS BEVEN, commenced in the April number, of the rise of the appellate jurisdiction of the House of Lords. The earliest actual record

of such jurisdiction being recognized seems to be in 50 Edw. 3, when a unanimous opinion was entered on the Rolls of Parliament that when error occurred in the King's Bench it should be amended in Parliament, but it was long before the jurisdiction was well established and before it was settled that, on the one hand, the House of Lords had no original jurisdiction, and, on the other, they had appellate jurisdiction from the Court of Chancery as well as from the common law courts. Both these points, Mr. BEVEN shews, were matters of keen dispute under the Stuart Kings. One of the most striking protests against the original jurisdiction was that made by Sir JOHN MAYNARD, "whose life bridges the interval from the time of ELIZABETH to that of WILLIAM OF ORANGE." Midway between these periods, when brought before the Lords on a charge of instigating a tumult, he refused to plead, saying that he, "being a commoner of England and a free-born subject, ought to be tried as a commoner, by bill or indictment in the inferior courts of justice." He was fined £500 for his contumacy, but the fine was not exacted. Under CHARLES II. occurred the case of *Skinner v. The East India Co.* (Howell, State Trials, VI., 710), where the House of Lords assumed jurisdiction to grant SKINNER £5,000 damages against the East India Co., who had interfered with his trade in the East. The company brought the matter before the House of Commons, who declared the Lords' pretensions to be contrary to law, and committed SKINNER to prison for breach of privilege. The Lords replied by increasing the damages to £10,000, and the quarrel was only ended on the king's proposal that all entries relating to it should be erased from the journals of the two Houses. This ended the Lords' attempt at original jurisdiction, but there still remained the question whether their appellate jurisdiction extended to appeals from Chancery in which members of the House of Commons were defendants, and this was hotly disputed under the same king. The contest was waged in the usual way, with committals for breach of privilege and counter-resolutions, but it seems to have died a natural death during the prorogation in 1676. On the reassembling of Parliament in 1677 the Lords, says Mr. BEVEN, proceeded to hear appeals from the Chancellor as if nothing had happened, while the Commons refrained from making any objection.

BUT AFTER the appellate jurisdiction of the House of Lords had been established under CHARLES II., there still remained, as Mr. BEVEN points out, serious disputes before its scope was finally defined. *Ashby v. White* (1 Sm. L. C. (10th ed.) 231) is the leading case on the maxim *ubi jus ibi remedium*, but it involved also the question of the right to vote, and when the House of Lords affirmed the dissentient view of HOLT, C.J., in the King's Bench, that the courts, without interfering with the freedom of elections, were nevertheless entitled to adjudicate on a question of freehold rights, the House of Commons entered into the fray with ardour. ASHBY, whose right to vote at Aylesbury was at stake, was declared guilty of a breach of privilege for bringing the action, and "a string of no less than six long resolutions was necessary for them in which to vent their indignation." Other Aylesbury men who brought actions on the same point were sent to prison by the House of Commons, and peace was only obtained when the end of the session released the prisoners and enabled them to prosecute their actions against the returning officer to a successful issue. In this case the Lords stuck to their point as against the Commons, and Mr. BEVEN also gives various instances in which they preferred their own view of the law—or rather of the result which they thought just—to the law as expounded by the judges. In *Bertie v. Falkland* (Colles, 10), for instance, they gave Mrs. BERTIE a life estate in lands, notwithstanding that, according to the Chancellor and the Chief Justices, she had forfeited them by her marriage. The concluding part of Mr. BEVEN's article deals with matters more familiar to the modern lawyer; in particular the withdrawal of lay peers from any share in the judicial work of the House. The last occasion when lay peers constituted a House for the hearing of appeals was in 1834. Ten years later occurred the *O'Connell case*, in which it was of the highest importance that the result should appear

to be free from any suspicion of political partizanship; and the right of lay peers to vote was then practically given up. At present the House of Lords as an appellate tribunal is simply a court composed of professional lawyers of the highest eminence, and it is a mere historical accident that it bears the name of the House of Lords.

AN EXTRAORDINARY scene occurred at the West Riding Quarter Sessions, held at Wakefield, on Monday. A prisoner indicted for horse stealing, on entering the dock, commenced to shout and abuse the members of the court and otherwise act in a most violent and noisy manner. A plea of not guilty having been extracted from him with some difficulty, he continued shouting with such persistence that it was quite impossible for the case to be heard. He was therefore taken down to be medically examined. Later in the day, the doctor having reported that he was of sound mind, the case was proceeded with. The prisoner again created such a disturbance that no other voice could be heard in court. It being absolutely impossible to go on otherwise, he was gagged and handcuffed while the evidence was given, and eventually received a sentence of seven years' penal servitude. He utilized every opportunity which was afforded him to renew his violent conduct, and refused to address the court or the jury. As it was a charge of felony the court would not send the prisoner down, it being pointed out that, according to *ARCHBOLD*, no trial for felony can be had except in the presence of the prisoner. The reason for this is stated to be that he is given in charge to the jury. A charge of misdemeanour may be tried although the accused be not present, if he has previously pleaded. In a case before *WILLS, J.* (*R. v. Berry*, 104 L. T. J. 110), it is stated that if a prisoner creates a disturbance the trial may go on in his absence. In the absence of any direct ruling as to a charge of felony, it can hardly be suggested that in the West Riding case the action of the bench was not at least the outcome of common sense, though objection might be taken to the fact that the prisoner's opportunities for cross-examination were somewhat limited. If a prisoner may not be subjected to restraint it would be possible for any accused person by violent conduct to delay his trial almost indefinitely.

#### THE ALIENATION OF FRIENDLY SOCIETY POLICIES.

In permitting members of friendly societies to nominate persons to receive up to a limited amount sums payable by the society on death, the Legislature had the benevolent intention of enabling the benefit of insurance to be obtained without the expense of taking out representation. But in giving effect to this intention some nice points have been raised as to the mode in which friendly society policies and their proceeds are to be dealt with, and in the recent case of *Re Redman* (1901, 2 Ch. 471) *KEKEWICH, J.*, has given the somewhat startling decision that, as a mere matter of law, and quite apart from any special rules of the society, a policy is assignable only by way of nomination, and an alienee who relies upon a title by assignment in the ordinary way must necessarily be disappointed.

In dealing with interests in a society it is of course essential to distinguish between such incidents as are imposed upon them by the rules of the society and such as are imposed by statute. The rules form the contract between the members and the society, and by this contract, taken together with the statutory provisions, the mutual relations of a member and the society are governed. In the absence of any specific rule, then recourse must be had to the statutes or the general law. The importance of the rules in determining the right to policy moneys is shewn by the case of *Ashby v. Costin* (37 W. R. 140, 21 Q. B. D. 401). There one of the rules of the society empowered the members to bequeath the policy moneys, and, in the absence of bequest, the committee were to apportion the amount in such manner as they thought proper amongst certain specified relatives; if there was no bequest, and if there were no relatives, then the society paid funeral expenses only. A member whose death allowance was £80 died intestate, and the committee of the society paid this amount to his sister. His administrator claimed to recover it from

her in order to apply it in payment of his debts, but it was held by the Divisional Court (*CAVE and GRANTHAM, JJ.*) that it had never become part of his estate for this purpose. The rule formed the contract between the member and the society, and in accordance with the rule the money was to be paid. It was thought to be tolerably clear that, had the member bequeathed the amount of his death allowance, he would have made it part of his estate, so that it would have been assets for the payment of his debts. But, in the absence of bequest, he had himself no control over it, and in pursuance of the rule the committee could determine its destination. The sister received the £80 absolutely for her own benefit, and not simply as a conduit pipe to feed the deceased's estate.

The result in *Ashby v. Costin* (*supra*) depended entirely upon the rule which regulated the relation of the member to the society, and upon the footing of which the member during his life made his periodic payments. In *Bennett v. Slater* (47 W. R. 83; 1899, 1 Q. B. 45) the Court of Appeal decided a point, up to that time much discussed, which depended on the effect to be given to the Friendly Societies Acts—namely, whether a nomination made by the member in his lifetime in the manner pointed out by the statutes could be revoked by will. The enactment there under consideration was section 15, sub-section 3, of the Friendly Societies Act, 1875, but this has now been replaced by the corresponding provision contained in section 56 of the Act of 1896, and to the latter section it will be sufficient to refer. A member, not under the age of sixteen, may by writing under his hand, delivered at or sent to the office of the society, nominate a person to whom any sum of money payable by the society on the death of that member, not exceeding £100, shall be paid at his decease; and a nomination so made may be revoked and varied by any similar document under the hand of the nominator, delivered or sent as aforesaid. Prior to *Bennett v. Slater* it had been decided in two county court cases (*Fielding v. Rochdale Equitable Pioneers Society*, 92 L. T. Newspaper 431; *Lavin v. Howley*, 102 *ibid.* 560), that the effect of the statute was to vest an absolute title to the benefit moneys in the nominee in priority to any disposition by the will of the member. The statute in these cases, just like the rule in *Ashby v. Costin* (*supra*), pointed out the mode in which the moneys were to go, and a nomination under the statute, unless revoked in the manner provided by the statute, prevailed over any other form of disposition. In *Bennett v. Slater* (1898, 1 Q. B. 469) *MATHEW, J.*, took a different view, and held that the will prevailed over the nomination, but the Court of Appeal reversed his decision. The statute, it was pointed out, provided a special mode in which the nomination could be made, and it also prescribed a special mode in which it could be revoked, and this was the only form of revocation recognized. The effect of the nomination was to take the benefit moneys out of the estate of the nominator, and unless there had been a revocation in the statutory form—that is, by writing under his hand delivered or sent to the society in his lifetime—the moneys were upon his death the property of the nominee, and were subject to no trust in favour of a legatee under his will, or, in case his estate was insolvent, in favour of his creditors.

The case of *Bennett v. Slater* turned upon the relative force of a nomination and a will, but did not in any way impeach the validity of a disposition of the benefit moneys by will where there was no nomination, and where such a mode of disposition was not prohibited by the rules. It would seem to follow by analogy that where there has been an assignment of the policy *inter vivos* and also a nomination, the nomination will prevail over the assignment, and give the nominee an absolute title to the policy moneys free from any claim by the assignee. If, however, there has been no nomination, then *prima facie* the assignment would have the same effect as in the case of any other life policy, except that, inasmuch as friendly society policies are expressly excluded from the Policies of Assurance Act, 1867 (30 & 31 Vict. c. 144), the assignee has not the advantage of suing in his own name under that Act. But in *Caddick v. Highton* (47 W. R. 668; 1901, 2 Ch. 476a) *PHILLIMORE, J.*, held that the benefit of a policy could be transferred only by nomination, and that an ordinary assignment could not be effectually made, and a like decision has been

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given by KEKEWICH, J., in *Re Redman* (*supra*). According to some of the reports of *Caddick v. Highton* (see 68 L. J. Q. B. 281, 80 L. T. 527) it would seem that PHILLIMORE, J., was influenced to some extent by the rules of the society. One of these provided that membership in the society and payment of subscriptions would entitle the member's "nearest kin, executors, administrators, or legal nominees" to receive the insurance moneys. The omission of "assigns" from this list made it a plausible argument that assigns as such could not take the insurance moneys, and that the claimant must either bring himself under the head of next-of-kin, executors, or administrators, or must be a legal nominee; that is, he must have been nominated in accordance with the statute. But though PHILLIMORE, J., seems to have been influenced by this consideration, the general tenor of his judgment was such as to lead to the conclusion that he regarded friendly society policies as debarred by the Legislature from capacity for being assigned by deed. "I think," he said (47 W. R., p. 669), "that the intention of the Legislature to be gathered from the above sections was that these policies should not be assignable except in the manner laid down in the statutes."

In *Caddick v. Highton* there had been both an assignment and a nomination in favour of the same person, and, had that person survived the nominator, no question would have arisen. If the assignment was valid, it would make no difference whether the assignee survived or not; but if it was necessary to rely on the nomination, it had to be determined whether the executors of a nominee who had predeceased the nominator could claim under the nomination. PHILLIMORE, J., held that they could, and so, in strictness, his decision of the point as to the validity of the assignment was unnecessary. In fact, however, he formally decided that point in the manner just stated before proceeding to discuss the question as to the devolution of the benefit of a nomination. In *Re Redman*, on the other hand, the question of the validity of the alienation *inter vivos* was vital to the result, and it was not complicated by any special rules of the society. A member of a friendly society was entitled to two policies of £100 each. These were deposited as security for a loan of £200, and the deposit was accompanied by a letter to the lender's solicitors announcing that the policies, with certain bonus certificates, had been sent to them. The borrower died insolvent, and a creditor's administration action was brought. The moneys payable under the policies were paid by the society into court, and were claimed by the lender in repayment of her loan. The claim was resisted by the executrix on the ground that the benefit of the policies was not assignable save by a statutory nomination. Having regard to the doubts arising upon the reports with respect to the real ground of the judgment of PHILLIMORE, J., in *Caddick v. Highton* (*supra*), it would have been worth while, perhaps, on the present occasion to subject the subject to independent examination. This, however, KEKEWICH, J., refrained from doing. He regarded PHILLIMORE, J., as having directly decided that a policy effected under the Friendly Societies Acts was not assignable otherwise than by nomination under the Acts, and he preferred simply to follow the decision without saying whether he agreed or disagreed with it. The lender, accordingly, was deprived of the benefit of the security. But this mode of dealing with the matter can hardly be deemed satisfactory, and it may be hoped that an opportunity will be found for submitting the question to the Court of Appeal.

On the 11th inst., says the *Times*, William Frederick Fearn, of Sandmere-road, Brixton, appeared to an adjourned summons charging him with falsely pretending to act as a solicitor. Mr. J. P. Grain supported the summons on behalf of the Incorporated Law Society; Mr. Arthur Hutton defended. It was alleged that the defendant arranged for the transfer of some house property at Wandsworth-common for a Mr. John Byron Dawes. He signed the conveyance deed as the attesting witness, describing himself as a solicitor, and delivered a bill of costs for £12 odd. Mr. Hutton said that his client was a friend of Mr. Dawes, who was aware that he had not taken out his certificate. In those circumstances he could not have falsely pretended that he was a solicitor. Sir Franklin Lushington said that from the documents it appeared that the defendant acted as a solicitor and was paid for it. He fined him £6 6s., and ordered him to pay £9 9s. costs; in default of distress, one month.

## A READING OF THE NEW STATUTES.

### THE DEMISE OF THE CROWN ACT, 1901 (1 EDW. 7, c. 5).

THIS Act finally gets rid of the difficulties which used to arise upon the death of the sovereign in regard to office-holders under the Crown. Prior to the Succession to the Crown Act, 1707 (6 Anne c. 41) it seems that the death of the sovereign operated to determine forthwith all appointments made by him not specially protected by statute, but that Act, by section 8, continued office-holders in their respective offices for a period of six months after the death, unless they were sooner discharged by the successor to the Crown. This still rendered fresh appointments necessary, though the Demise of the Crown Act, 1830 (11 Geo. 4 and 1 Will. 4, c. 43) exempted the holders from payment of fees or stamp duty other than the charges for the work actually done in making out the new patents. The present Act provides that "the holding of any office under the Crown, whether within or without his Majesty's dominions, shall not be affected, nor shall any fresh appointment thereto be rendered necessary, by the demise of the Crown," and the Act takes effect as from the last demise of the Crown. Hence the holders of office under the Crown hold their offices without break under the successor to the sovereign appointing them, and there is no disturbance in the appointment by reason of the death of the sovereign.

### THE FINANCE ACT, 1901 (1 EDW. 7, c. 7).

The only provision of this Act to which it is necessary to call attention is that of section 11, relating to continuation clauses in marine insurance policies. Under section 93 (2) of the Stamp Act, 1891, no time policy of sea insurance may be made for any period exceeding twelve months. In practice, however, it has been necessary to make such policies last beyond the twelve months, if at the end of that period the ship was at sea or abroad, and this has been effected by inserting in the policy a clause known as the "continuation clause," by which the insurance was extended to cover the ship until arrival at her port of final destination in this country. But in the recent case of *Royal Exchange Assurance Corporation v. Sjöforsakrings Aktie-Bolaget Vega* (*ante*, p. 597) it was held that the clause was invalid, and that the policy, if not rendered altogether void, was at any rate no cover against a loss occurring during the time of extension. A clause was accordingly introduced into the Finance Bill then before Parliament to sanction the practice of shipowners and underwriters, and section 11 of the Finance Act, 1901, provides that, notwithstanding anything contained in the Stamp Act, 1891, a policy of sea insurance made for time may contain a continuation clause as defined in the section. The insertion of the clause involves an additional stamp duty of sixpence, and moreover, if the risk covered by the continuation clause attaches, the policy must, within thirty days of the risk attaching, be stamped as a new policy. Special care will have to be taken to insure the observance of this latter requirement.

### THE LARCENY ACT, 1901 (1 EDW. 7, c. 10).

Numerous cases have called attention to the defects in sections 75 and 76 of the Larceny Act, 1861, referring to fraudulent misappropriation. Both sections referred only to persons included under the head "banker, merchant, broker, attorney, or other agent," and section 75 made punishable, first, the offence of misappropriation by any such person of any money or security for the payment of money intrusted to him under a direction in writing as to its payment or application; and, secondly, the offence of selling and converting to his own use any chattel, or valuable security, or power of attorney for the sale or transfer of stock, intrusted to him for safe custody or for any special purpose; while section 76 was aimed at a similar misappropriation of property generally, intrusted to a person of the specified classes for safe custody. In *Reg. v. Portugal* (16 Q. B. D. 487), and again in the recent case of *Reg. v. Kane* (1901, 1 Q. B. 472), it was held that the words "or other agent" were to be restricted to persons whose occupations were similar to those specified and did not apply to agents generally, and consequently the defendant in each case escaped. Moreover, a fraudulent misappropriation could not be punished under the first part of section 75, if the instructions as to the application of the money were verbal (*Reg. v. Cooper*, L. R. 2 C. C. R. 123); nor under the second part, if an agent had misappropriated the proceeds of a security which he was authorized to realize (*Reg. v. Tallock*, 2 Q. B. D. 157); nor under section 76, if money had been handed over to an agent and misapplied by him, but had not been strictly intrusted "for safe custody" (*Reg. v. Newman*, 8 Q. B. D. 705). The present Act is intended to supply these and other similar omissions. It dispenses with the list of persons enumerated in sections 75 and 76, and refers generally to any person who commits the offences specified, while it obliterates the distinction between chattels and valuable securities and other property, and each of its two provisions refers to property generally. The first provision contemplates the case where a person is intrusted with property, either to retain it in safe custody, or to apply, pay, or deliver the property, or its

proceeds, for any purpose or to any person; the second the case where a person has received any property for or on account of any other person; in either case, if there is a fraudulent conversion of the property or the proceeds by the person so intrusted or so receiving, an offence under the Act is committed. The Act does not apply to trustees holding property on an express trust, who are liable under section 80 of the Larceny Act, 1861, or to mortgagees. Sections 75 and 76 of that Act are repealed, and the simplicity and generality of the enactment which replaces them ought to effect a great improvement in the criminal law relating to misappropriation of money and other property. The Act comes into operation on the 1st of January, 1902.

#### THE EDUCATION ACT, 1901 (1 EDW. 7, c. 11).

The decision in the *Cockerton* case (49 W. R. 433), and the subsequent agitation in favour of the continuance of the educational work which was thereby declared to be beyond the competency of school boards, are matters of notoriety. The Court of Appeal, affirming the decision of the Divisional Court (WILLS and KENNEDY, JJ.), insisted that the Elementary Education Acts only authorized the application of money raised by rates for the purpose of elementary education properly so called, not for the comparatively advanced instruction which had been very generally given upon the lines of the Science and Art Department at South Kensington. The present Act recognizes that the *Cockerton* judgment ought not to be forthwith carried into effect, and the classes which have thus been held to be unlawful everywhere stopped. It confers, accordingly, on the councils of counties and county boroughs, or, with the sanction of the Board of Education, any other local authority under the Technical Instruction Acts, 1889 and 1891, the power, as regards their respective districts, of authorizing school boards to carry on for a year from the 31st of July last the work of any school or class which has been for the preceding twelve months unlawfully maintained out of the school fund; the work to be carried on to such extent and upon such terms as may be agreed on between the council or local authority and the school board, and at such expense to the school fund as the council or local authority may sanction. The Act also enables the Local Government Board to sanction expenses of the same nature incurred before the date specified, and thereupon their legality cannot be questioned in any court. Thus it rests respectively upon the authorities mentioned to grant indemnity in respect of past expenditure declared illegal by the *Cockerton* case, and to authorize continued expenditure until the 31st of July, 1902.

### REVIEWS.

#### BOOKS RECEIVED.

The Law Quarterly Review, October, 1901. Edited by Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. Stevens & Sons (Limited).

The South African Law Journal. Edited by W. H. S. BELL, Solicitor. 15th August, 1901. Grahamstown, Cape of Good Hope: Josiah Slater, The Journal Office.

### CORRESPONDENCE.

#### THE PRESIDENT'S ADDRESS—LAND TRANSFER.

[To the Editor of the Solicitors' Journal.]

Sir,—Every member of the profession will agree in your remark that "the address is disappointing in its failure to make any suggestion as to the policy to be adopted in the present critical state of the question of Land Transfer."

The subjects dealt with in the address were all of them interesting, but none of them—I might say not all of them put together—were of half the importance to the public or to the profession that this question of Land Transfer is. It is therefore not merely disappointing but disastrous that the president of the Incorporated Law Society on such an occasion as the meeting at Oxford had nothing to say about it in his presidential address, and that he did not take advantage of the subsequent discussion on Mr. Rubinstein's paper to make some observations.

It is true that a resolution was, on the motion of Mr. Beale (who is, I think, a member of the Council), passed calling for an "inquiry into the operation and effect of compulsory registration of title," but it must not be forgotten that, in accordance with the rules laid down for the guidance of the meeting, "all resolutions expressive of the opinions of the meeting will be framed in the form of recommendations or requests to the Council to take the subjects of such resolutions into their consideration." In the absence of any clear lead by the president, what confidence can there be that the Council will do anything?

It may be asked, indeed, whether the profession in London and in the country will be content with this policy of passing resolutions merely, and taking no steps of a practical character which will bring forth fruit. So far as appears, the Council of the Incorporated Law Society is doing nothing, and if the London solicitors acquiesce in this, the probabilities are that the country solicitors will, as they did before, act on their own account.

JOHN R. ADAMS.

66, Cannon-street, Oct. 15.

#### THE PROVINCIAL MEETING OF THE INCORPORATED LAW SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—It is unpleasant even to appear dissatisfied with a host, but the remarks in your issue of the 12th inst. induce me, at the risk of being considered ungracious, to express what I know was thought by many members who attended the Oxford meeting.

First, there was no provision for members luncheon together. We were told where lunches could be obtained, and the cost was stated, but I venture to say more than this should have been done. Hitherto lunch has been a meal at which members only were present, and everybody got to know his neighbour without formal introduction, and the ice once broken, there resulted pleasant and often profitable intercourse.

Secondly, no adequate provision was made for enabling members to know what were, and how to see, the many glorious sights of Oxford. True a plan and list of buildings accompanied the member's card, but a short description of the things to be seen should have been supplied, and it ought to have been stated when the chapels, &c., could be inspected. Moreover, the local committee could easily have arranged to take parties round the colleges, &c. As it was, even some of us who know Oxford a little were unable to see many places of interest. What about those who were visiting the city for the first time? The lack of organization greatly diminished the pleasure of the visit, and yet the opportunity was there to make the gathering one to be long remembered.

Thirdly, the Blenheim excursion was worse than a picnic of factory hands. On arrival at Woodstock a visit was paid to the Park and Palace. At two o'clock there was a scramble for lunch, at which the food was insufficient in quantity and very defective in quality, and yet this was at five shillings per head. The day was lovely, but we were hurried back to Oxford at 3.30, instead of 4.30 as originally arranged. I am aware this was done at the will of the majority, but the wishes of the minority ought to have been considered. This alteration prevented a visit to the park after lunch, and upset arrangements made before leaving Oxford in the morning. One could only conclude that, as this was the last day, we were to be got rid of as quickly as possible.

It is twenty-five years since the society last visited Oxford, and perhaps the next visit had better be deferred for a still longer period in order that the members of the Berks, Bucks, and Oxon Society may have the opportunity of attending other provincial meetings and profiting by how they find things are managed outside Oxford. On this occasion they had an opportunity which every local society does not get. There was, I think, a record attendance, an exceptional place of meeting, a greatly honoured and most worthy president, and the weather was good, yet the meeting was a disappointment owing solely to lack of proper organization. I met members who were on a first visit to the provincial meeting, and I do not envy the local committee the comments they made.

X.  
Oct. 16, 1901.

[Our esteemed correspondent writes somewhat strongly, and does not give the local committee sufficient credit for the time and labour they bestowed in preparing for the meeting. There was, as we suggested last week, a falling off in the abundant hospitality of the old meetings, but it is right to say that this decline has been manifested in other recent provincial meetings beside that at Oxford. Such a meeting is, no doubt, a somewhat heavy tax on the resources of the local law society. Our correspondent appears to have been unfortunate in his experiences during the Blenheim excursion, but we should remark that no complaints on the subject had reached us before his letter.—ED. S.J.]

In the City of London Court on Monday last Mr. Lumley Smith, K.C., the new judge, took his seat for the first time, and was warmly welcomed by both branches of the legal profession and the public alike, the court being crowded. In reply to addresses on behalf of the bar and the solicitors, Mr. Smith remarked that it was a curious coincidence that at Westminster County Court he succeeded a very learned judge who had been there for forty-four years, and now he was following Mr. Commissioner Kerr, who had a record of forty-one years. He intended making very few changes in the practice of the court, and he hoped an assistant judge would soon be appointed.



## CASES OF THE WEEK.

Before the Vacation Judge.

## FINCHLEY ELECTRIC LIGHT CO. (LIM.) v. THE FINCHLEY URBAN DISTRICT COUNCIL. 16th Oct.

ELECTRIC LIGHTING—CABLE EXTENDING ACROSS STREET—INTERFERENCE BY LOCAL AUTHORITY—RIGHT TO CUT ELECTRIC LINE—INJUNCTION.

This was a motion on behalf of the plaintiffs, the Finchley Electric Light Co. (Limited), against the defendants, the Finchley Urban District Council, asking that the defendants, their officers, servants, workmen, and agents might be restrained from breaking, cutting, severing, or otherwise interfering with, or causing to be broken, cut, severed, or otherwise interfered with, the electric lines or cables of the plaintiffs over or across the Regent's Park-road or any other road or street within the urban district of Finchley, in the county of Middlesex, or elsewhere, or from doing any act whereby the plaintiffs might be hindered or obstructed in erecting or carrying electric lines or cables over or across any of such roads or streets at a height not less than that required by the regulations prescribed by the Board of Trade in that behalf. It appeared from the affidavits that the plaintiff company is a limited company incorporated under the Companies Acts in August, 1900, with the object, amongst others, of carrying on at Finchley and elsewhere the business of an electric light company, and to supply electricity, and has carried on such business within such district accordingly. The plaintiff company holds no licence or provisional order under the Electric Lighting Act, 1882, nor any other statutory powers. The company has been served by the Board of Trade with a copy of their regulations issued in accordance with section 4 of the Electric Lighting Act, 1882, and their form of notice to comply therewith. The defendants are the urban district council for the district of Finchley, and hold a provisional order, dated August, 1899, from the Board of Trade, under the Electric Lighting Act, 1882, for the said district, but have not exercised any powers thereunder. By an order of this division of the High Court of Justice dated the 19th day of April, 1901, and made in an action intitled *The Finchley Urban District Council v. The Finchley Electric Light Co. (Limited)* (1901, F. No. 509), in which the present defendants were plaintiffs and sought to restrain the present plaintiff company from breaking up any streets within their district for the purpose of laying thereunder electric cables or wires or pipes or for any other purpose without their consent, the present plaintiff company, whilst not admitting that they had threatened to open the East-end-road therein mentioned without the council's licence, undertook that they would not without the written consent of the council open or break up any road vested in the council until fourteen days after they had made a formal application to the council for liberty to open the road in question; and all further proceedings in that action were stayed except for the purpose of enforcing the said undertaking. Since the date of that order the plaintiff company have supplied electricity by means of overhead wires across the road named in such order, the council having previously to the date of the above order refused a licence to break open such road. On the 28th of September last the plaintiff company's workmen carried an overhead wire across the Regent's Park-road from a pole already erected on private land at the corner of the East-end and Regent's Park-roads to a point on private premises on the other side of such road in order to supply the premises 7, Hendon-lane, and other premises in Bibbworth-road with electric light. On the 1st of October last the surveyor of the defendants gave instructions for this wire to be cut, and it was cut by his workmen accordingly. Upon behalf of the plaintiffs it was said that it was desired that the wires that the defendants had cut should be restored. The defendants were an urban district council who had a provisional order. They would be the trade rivals of the plaintiffs. The question whether the plaintiffs' wire complied with the Board of Trade regulations was a question for the Board of Trade. The plaintiffs being simply a company incorporated under the Companies Acts, 1862 to 1900, had no power to open the roads, and therefore carried the cable across the street. They had complied with the Board of Trade regulations. The defendants had no power to cut the wires, and the plaintiffs were therefore entitled to an injunction: *Wandsworth Board of Works v. United Telephone Co.* (32 W. R. 776, 13 Q. B. D. 904. The district council were interfering with the plaintiffs' enterprise. For the defendants, an undertaking not to interfere with the wires as they now are was offered. [Lord ALVERSTONE, C.J.—What power have the defendants to prevent their putting up a new wire? The defendants are entitled to do it as the protector of the public interests. A person without statutory powers cannot be in a better position than one who has them. This case, so far as the motion is concerned, is governed by *National Telephone Company v. Constables of St. Peter Port, Guernsey* (1900, A. C. 317, 48 W. R. Dig. 106). Section 14 of the Electric Lighting Act, 1882 (45 & 46 Vict. c. 56) was also referred to. [Lord ALVERSTONE, C.J.—The defendants do not suggest that the plaintiffs' posts are on the highway? Oh, no, [Lord ALVERSTONE, C.J.—The defendants have to show that they are justified in cutting the wires.] They were entitled to do that upon behalf of the public. The plaintiffs are trying to establish a right.

Lord ALVERSTONE, C.J., in giving judgment, said that upon the facts before him he must assume that in some way the plaintiffs had obtained the assents of the owners adjoining the highway to the wires being put up. The defendants were willing to give an undertaking not to cut any more wires; but that would not maintain the *status quo*. He said nothing more upon the facts before him, except that the plaintiffs were entitled to an injunction in terms of the notice of motion, the managing director of the plaintiffs undertaking in damages. Costs to be costs in the action.

Liberty to apply. The injunction to apply to any wire put up by the plaintiffs.—COUNSEL, *Buckmaster*; *Chubb*. SOLICITORS, *Benham & Meyer*; *Forbes*.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

## LAW SOCIETIES.

## BRISTOL INCORPORATED LAW SOCIETY.

The thirty-first annual meeting of the Bristol Incorporated Law Society was held on the 4th inst., at which meeting Mr. S. S. Gouldsmith was elected president, Messrs. H. G. Bush and H. T. M. C. Gwynn vice-presidents, Messrs. J. N. C. Pope and F. Sturge hon. secretaries, and Messrs. R. H. Carpenter, J. O. Gilmore, E. J. Taylor, W. C. O. Anson, and A. E. Bobbett ordinary members of the council. At this meeting a presentation consisting of a silver inkstand and books was made to Mr. W. W. Ward on his resignation as one of the hon. secs. of the society consequent upon his retirement from practice. Mr. Ward had been one of the hon. secs. for the last sixteen years. The presentation was made by Mr. R. H. Carpenter, the president for the year, who spoke of the valuable services rendered by Mr. Ward to the society, and Mr. Ward suitably replied.

The following are extracts from the report of the council:

*Law Lectures*.—A course of law lectures, in continuation of those held last year, was arranged for, and the services of Mr. F. E. Weatherly were again secured as lecturer. A course of ten lectures on "Torts" was given, but the council regret that the number of students joining was not so satisfactory as on the previous occasion, the number being only 17, with an average attendance of 15 nearly, as against 27, with an average attendance of 25. Whether arrangements will be made for a further course must depend on a sufficient number of students being willing to join.

*Stamping Contracts of Sale*.—The Inland Revenue authorities having decided not to stamp in the future after signature without penalty any contract of sale containing a provision such as is contained in No. 6 of the society's general conditions of sale, the council caused a circular to be issued to the profession in Bristol referring to this decision, and recommending that, in all cases where these conditions were used, a stamped contract be signed by the purchaser.

*Delinquent Solicitors*.—The council have also resolved that it is desirable that in all cases in which any solicitor should be reported by any member of the society to have been guilty of misconduct meriting removal from the rolls, or of having misappropriated or failed to account for moneys or securities entrusted to or held by him on behalf of a client or beneficiary, this society should report the facts as soon as possible to the chief society, with a view to steps being taken by the latter.

*Bills in Parliament*.—The council have also given careful attention to the Prevention of Corruption Bill, and to the Supreme Court of Judicature (Appeals) Bill, neither of which, however, has passed into law; and also to the desirability of amending the law with regard to dealings with the after-acquired real property of an undischarged bankrupt, with the view of assimilating in this respect the law of real to that of personal property, and the matter has been referred to the Parliamentary Committee of the chief society.

*Retirement of the Hon. Secretary*.—The council much regret that Mr. W. W. Ward, one of the hon. secs., retires from office and does not seek re-election. Mr. Ward has held office for sixteen years, and the council feel that they are much indebted to him for his services during that period.

## UNITED LAW SOCIETY.

This society will hold its first meeting of the session on Monday, the 21st of October, at 7.30, in the Inner Temple Lecture Hall, King's Bench-walk, at which the election of officers and an impromptu debate will be held. On the 28th there will be a debate on Vaccination, at which Mr. G. Bernard Shaw and Professor W. R. Smith, M.D., will speak. Gentlemen wishing to join the society should apply to the secretary, C. H. Kirby, 21, Lime-street, E.C.

## LAW STUDENTS' JOURNAL.

*LAW STUDENTS' DEBATING SOCIETY*.—At the opening meeting of the sixty-sixth annual session, held at the Law Institution, Chancery-lane, on the 8th of October, chairman, Mr. Henry G. Barnett, the subject for debate was: "That the case of *Re Maddock, Llewellyn v. Washington* (1901, 2 Ch. D. 372), was wrongly decided." Mr. W. P. Cox opened in the affirmative, Mr. F. A. V. Morse seconded in the affirmative; Mr. W. E. Singleton opened in the negative, Mr. A. B. Russell seconded in the negative. The following members also spoke: Messrs. Chapman, Hart, Tebbutt, Wallington, Copp. The opener having replied, the chairman summed up, and the motion was carried by one vote.

Oct. 15.—Chairman, Mr. F. H. Stevens.—The subject for debate was: "That this House views with apprehension the growth of the system of trade monopolies (otherwise called 'Trusts') in the United Kingdom, and is of opinion that such combinations should be subjected to especial and heavy taxation." Mr. P. F. Dorté opened in the affirmative; Mr. Hart opened in the negative. The following members also spoke: Messrs. Harnett, Rendell, Mitchell, and Pleadwell, and Mr. Dorté replied. The motion was carried by one vote.

## THE LAND TRANSFER OFFICE.

The following is the Appendix to Mr. Rubinstein's paper which we printed last week :

## No. 1.

TITLE No. 22,376. CERTIFICATE dated the 7th of December, 1899.

## Page 2.

The following Note is printed on every Certificate :

NOTE.—The Possessory Title hereby certified does not affect or prejudice the enforcement of any estate-right or interest adverse to, or in derogation of, the title hereby certified, which was subsisting, or capable of arising, on the day of 190 , being the date of the first registration.

This Note is intended to warn purchasers and mortgagees against accepting the certificate as evidence of title without investigation. It is very doubtful, however, if the language employed is calculated to convey any intelligent idea to the lay mind.

Between pages 2 and 3 a cutting from the Ordnance Map is interleaved, showing the position of the property in relation to the adjoining houses, &c., the property affected being edged with red. The plan is on 1/8th scale, and consequently is very small, and no dimensions are shewn. The plan is, for practical purposes, valueless.

## Page 3.

## A. PROPERTY REGISTER.

NO.	DESCRIPTION OF THE LAND.
1	24th November, 1899. 4643/99. Leasehold Dwelling-houses in the Parish of St. Pancras, in the County of London, known as No. 14 L. Street, and No. 15 L. Street, shewn and edged with red on the filed (1/8th) Plan No. 22376, held under a lease of which the following are the short particulars:—  Date: June 7, 1864. Parties: 1. M. N. 2. W. J. A. Term: 99 years from 24th June, 1864. Rent: A peppercorn if demanded.

## Page 4.

## B. PROPRIETORSHIP REGISTER.

NO.	PROPRIETOR, &C.	OBSERVATIONS
1	24th November, 1899. 4643/99. Possessory Title registered.	
2	24th November, 1899. Proprietor: F. W., of St. John's Wood, gentleman.	Price paid, £

## Page 5.

## C. CHARGES REGISTER.

NO.	CHARGES, &C.	OBSERVATIONS
1	24th November, 1899. 4643/99. Statement as to Incumbrances.	Filed.

The above are all the material parts of the land certificate issued in respect of a simple transaction. The certificate, however, gives in this case absolutely no clue to what the purchaser really bought. The deed of assignment taken under the old practice shews clearly that the purchaser bought the lease of a house that had been subsequently underleased at an increased rent—the purchaser obtaining the benefit of the improved rent.

The particulars of the land on page 2 give merely the skeleton outline of the head lease, but not a word as to covenants. The result is that the future purchasers of the property will, for all time, have to see the actual lease in addition to the certificate. This is the case with all leasehold property, whether the lease is granted before or after the Act, and will apply even should the certificate be 100 years old.

The particulars given on page 3 under the head of Charges, &c., refer to the underlease. It would be impossible, however, to gather this from the wording used. A copy of the document appears as "filed." This document also will have to be perused for all time, notwithstanding that any number of years may have elapsed since the date of the certificate. The idea that after a certain number of years a "possessory" title will become an "absolute" one, so that documents outside of the certificate will not have to be looked at, is, in the case of leasehold, wholly unfounded. The result is that the above certificate is, and will apparently always be, for practical purposes absolutely worthless.

## No. 2.

CERTIFICATE dated 1st May, 1901.

## Page 2.

NO.	DESCRIPTION OF LAND.
1	27th April, 1901. Freehold Dwelling-houses in the Parish of Islington, in the County of London, known as 35 S. Road, 37 S. Road, shewn and edged with red on the filed (1/8th) Plan No. 43,385.

## Page 3.

NO.	PROPRIETORS, &C.	OBSERVATIONS
1	27th April, 1901. Possessory Title registered.	
2	27th April, 1901. Proprietor: F. W., of St. John's Wood, Esquire.	Price paid, £

Anyone reading this certificate could only conclude that the purchaser was absolutely entitled in possession to the freehold of the two houses mentioned on page 2. As a matter of fact the purchaser is not entitled to anything of the sort. The property is subject to a lease which has about ninety years to run, so that all the purchaser is entitled to for the next ninety years is the ground-rent reserved by the lease.

Since the title No. 22,376, referred to above, was registered, in December, 1899, the registry appears to have altered its practice, as in May, 1901, they refused to put on the title, No. 43,385, any reference to the lease to which the freehold is subject.

A certificate issued, as in this case, gives obviously very great facilities for fraud.

## No. 3.

CERTIFICATE dated 9th December, 1899.

## Page 2.

NO.	DESCRIPTION OF LAND.
1	17th November, 1899. 4369/99. Freehold Shop and Dwelling-house over it in the Parish of Hackney, known as No. 19 W. Lane, shewn and edged with red on the filed (1/8th) Plan No. 22,239, which indicates the general boundaries only. The position of a party wall, and of a wall and a right to use a party wall on the eastern side are referred to in a Conveyance dated the 4th November, 1899.

## Page 4.

NO.	CHARGES, &C.	OBSERVATIONS
1	17th November, 1899. 1880/99. Charge dated 4th November, 1899, to secure the moneys therein mentioned.	Certified copy filed.
2	Proprietors: G. S. and H. M., Trustees of the Bk. Permanent Benefit Building Society.	

The registry refused to insert under the "Description of the Land" the matters contained in the purchasers' conveyance with regard to the party walls. The reference to the conveyance makes that deed for all time a necessary part of the title. The mortgage also is in like manner made part of the title, so obviously the certificate can never, in any number of years, become the only document to be looked at.

It is now the practice to file only copies of building society mortgages, but not other mortgages. I cannot explain why this distinction is made.

Upon the question of mortgages, Mr. Underhill's observations deserve most careful consideration. He points out that the Acts and rules make no provision whatever for legal mortgages in the ordinary sense, but only create a new kind of statutory mortgage, called a registered charge, which is really only an equitable charge, and does not pass the legal estate. He adds, "That is not a very enticing prospect, and, therefore, I imagine that for many years to come registered charges will be neglected in favour of true legal mortgages, in which the mortgagee will insist upon being placed on the register as proprietor of the land, so as to get the protection of the legal estate, the mortgage itself being regulated by a collateral deed."



One may well ask where the promised cheapness and simplicity of the new system are to be found.

No. 4.

0025/01. No. 5,994.

Original conveyance and mortgage left for registration July 30, 1901, when a receipt was given that the deeds would be returned by registered post. The deeds were returned on September 25, 1901. No reason whatever was given for the delay.

No. 5.

JANUARY 31, 1901.

A house was conveyed subject to restrictive covenants as to building and user, the vendors covenanting that the adjoining houses, which belonged to them, should be conveyed subject to similar covenants. The restrictions were not entered on the certificate. As the restrictions are binding for all time, it will be necessary for all time to investigate the title prior to the date of the certificate. The net result is that no certificate, whatever its age, can be accepted with safety as a good root of title.

No. 6.

TITLE No. 28,053.

CERTIFICATE dated August 10, 1900.

A. purchased a property at a certain price, and shortly after he resold to B. at an increased price. The registry insisted on A. paying *ad valorem* fees not on his own purchase-money, but on the higher price he had obtained on the resale, on the ground that they were entitled to fees on value and need not take fees on the purchase-money, and that they preferred to consider that the value was represented by the larger price B. had paid.

No. 7.

NOVEMBER 23, 1900.

Property valued at many thousands was held on lease, having 170 years to run, at a ground-rent of 1s. per annum. The lessee purchased this ground-rent for £2 10s. The registry insisted upon a declaration as to the value of the property in possession and upon payment of the *ad valorem* fees on such value.

No. 8.

CERTIFICATES dated August 1901.

Two leases were granted to A. of two blocks of flats. These were duly registered, A. obtaining separate certificates. A. mortgaged the two leases to B. Another certificate was issued in respect of the mortgage. B.'s surprise was very great when, as mortgagee, six documents were handed over to him instead of three. A.'s surprise was equally great at the amount of the additional expense incurred in having to obtain the three certificates.

No. 9.

No. 38,730.

CERTIFICATE dated August 8, 1891.

Some houses were purchased at Lambeth, the title deeds to which related to other property and were consequently retained by the vendor. A statutory acknowledgment for the production of the deeds was included in the transfer. The registrar pointed out that the acknowledgment in the transfer was useless to the purchaser as the transfer could not be produced by the registry officials. A separate deed of acknowledgment had consequently to be prepared between the vendor and purchaser, the expense of which the purchaser had to pay.

No. 10.

JANUARY 17, 1901.

A house was assigned with the benefit of two licenses for the user of the adjoining gardens. The official forms not being adapted for the assignment of the licenses, the purchaser was put to the expense of a separate assignment.

No. 11.

TITLE No. 40,472.

CERTIFICATE dated 23rd November, 1900.

A lease was assigned, the premises being identified by a number and a plan on the lease. The registrar, however, required approval of a copy of the ordnance map, which the purchaser's solicitor ascertained was an old one. He asked that the proposed plan should be checked by an actual survey of the property before being filed and annexed to the official "land certificate" as the plan of the property devised by the lease. The reply was that the Land Registry did not undertake surveys except in cases of "absolute title" or "fixed boundaries," or where the ordnance map does not show the property at all.

The preparation or examination of fresh plans is a delicate matter, and is not solicitors' work, and unless ordnance maps are carefully examined with the title deeds and by actual survey up to date, such maps must prove fruitful ground for doubts and questions in the future. If it is a necessary part of registration that a copy of the ordnance map should be put upon a lessee's title, surely the responsibility should rest upon the registry of seeing that when they give their official certificate the State ordnance map is in fact what it professes to be—viz., a correct plan of the land actually assigned.

No. 12.

CERTIFICATE dated July 29, 1901.

A house was purchased in London-street, Paddington. The ordnance map contained a plan of a block of fifteen houses, none of which were numbered. Owing to the fact that certain houses had been pulled down for the Metropolitan Railway, it was impossible to identify the house on

the ordnance map. In the result the purchaser had to incur the expense of a land surveyor to measure the ground and to identify the property on the ordnance map.

[Communicated.]

No. 13.

CERTIFICATE dated July, 1901.

Land was purchased upon which to build a factory. The shape of the land was very irregular, part of the land extending under a railway arch and part over a disused sewer. As it was of the greatest importance that the boundaries should be most accurately defined, and as this was not possible in words, a plan was prepared and approved by the surveyors on both sides. The registrar refused to issue the certificate with the agreed plan upon it, and refused to include in the certificate the part of the land over the disused sewer. After protracted interviews, the purchaser was compelled to accept the land certificate with the ordnance plan attached, the land over the disused sewer being altogether omitted. The ordnance plan was, in fact, worse than useless, the dimensions being most incorrect and giving no indication of the number of feet of frontage that had been acquired. The purchaser had, in consequence, to subsequently obtain a proper deed to describe what he had really purchased.

No. 14.

JUNE, 1901.

A. granted B. a building lease of property of great value with an option to B. of acquiring the freehold within three years. B. arranged with C. to advance the purchase-money on mortgage of the freehold and leasehold interests. C. was advised that he could not safely advance the money unless the registrar would arrange to have all his entries and documents in readiness for signature and completion at the registry so as to hand them over at the time to the mortgagee. The registrar stated he could not arrange for the completion as asked, and he required that the conveyance duly executed should first be handed to him and he would not accept a copy. A. refused to hand over his conveyance without the purchase-money, B. was unable to pay the purchase-money without advance, and C. was unable to make the advance as the registration could not be completed at the time. The deadlock that followed reminds one of a well-known scene in the *Critic*.

Ultimately a way out was discovered by one of our foremost conveyancing counsel, Mr. E. P. Wolstenholme, who succeeded in elaborating a plan whereby it was possible to ignore the registry as regards the freehold, and the transaction was carried out, more than one document, however, being necessary. The matter was thus completed, but at a very great sacrifice of time, temper, and expense. What a satire on an Act professedly passed to simplify titles and facilitate the transfer of properties!

No. 15.

TITLE NOS. 41,690 & 41,691. CERTIFICATES dated 11th and 13th February, 1901.

When the deeds were taken in for registration the bearer was asked to give on a blank form the name of the solicitors to whom the deeds were to be returned. The form was afterwards filled in at the Registry Office with certain particulars, including the owner's name. When the certificates were sent to the solicitors it was seen that the owner's name was misspelt. The registry contended that the solicitors were responsible for the mistake, and pointed to the form with their name at the foot. Ultimately the registry was compelled to admit that the mistake was theirs, and they altered the certificates. The fact of the right name being subsequently written in part over erasures did not improve the appearance of the official documents.

No. 16.

[Copy Letter.]

The Land Registry, Survey and Map Department,  
34, Lincoln's-inn-fields, London, W.C.

UNDEFINED BOUNDARIES.

"With regard to the application for registration of the above property, the boundaries being undefined on the ground, I would point out to you that much inconvenience and possibly expense will be saved if you will be so good as to have the plot in question fenced before proceeding further in the matter of registration, when this department will survey and place the plot on the land certificate map free of charge.

"Should it be found impracticable to fence the whole, the posts of the intended fences, or in the case of a proposed wall sufficient lengths of the footings, should be put in to show beyond doubt the ultimate enclosure of the plot.

"If neither of these suggestions can be adopted the official plans will be prepared from the deeds and the registration completed accordingly. But this course will be open to the danger that it may be found at a later date that the ground has been fenced otherwise than the registered plan shows, in which case it will be evident to you that a question of title may arise as to the land so enclosed contrary to the lines shown on the register, and this department will not be responsible for any cost or trouble that may be incurred in bringing the register into accord with the boundaries erected."

This letter shows what little knowledge the Registry Office has of the needs of the community, especially the poor classes, or the manner in which the business of land societies is carried on. It has been the practice of these societies to sell to persons, many, if not most, of them of very limited means, plots on estates to be paid for by small instalments extending over years. The purchasers were in most of these cases entitled

to a free conveyance. Since the Act of 1897 free conveyances cannot in the disturbed districts—i.e., districts in which the Act has been applied, be given any longer. If, in addition, the Registry Office insists upon each plot being fenced, the expense of fencing will probably result in killing the whole business of land societies.

Great delay is experienced in carrying through matters in newly-built districts in consequence of the maps not being up to date, and the properties cannot in consequence be identified on the maps. The officials insist on throwing the responsibility of identification on the purchaser or his solicitor, so that if any mistake is made the office can put the blame on other shoulders. The injustice of this practice in cases where the official maps are not up to date is obvious. This risk is wholly created by the new system. It did not exist under the old practice. What conceivable compensation is to be found in the new system for introducing into conveyancing practice such a palpable danger.

A builder who had purchased a number of plots on a building estate at Tooting, taking separate conveyances which he registered himself, writes: "A full and complete copy of each deed and plan is required. This, of course, means an enormous amount of work where a number of plots have to be registered."

No. 17.

TITLE No. 32,304.

Land Registry, 4, Clement's-inn,  
London, W.C., January 3, 1901.

MADAM,

TITLE No. 32,304.

Mr. B. being a person interested in the land comprised in the above-mentioned title within the meaning of Rule 222 has, by his solicitors, applied to inspect the register relating to the said title of which you are the registered proprietor.

If you have any objection it should be stated in writing and sent to the Land Registry, London District, at the above address. In the absence of such objection the register will be shown to Mr. B. or his solicitors on Monday next, January 7.

I am,

Yours faithfully,  
(Signed) HUGH POLLOCK,  
Assistant Registrar.

Miss E. S. P.

5, Raymond-buildings, Gray's-inn, W.C.,  
January 4, 1901.

DEAR SIR,

TITLE No. 32,304.

Our client, Miss P., has handed us your letter to her of yesterday's date. We do not know what interest Mr. B. has in the property, nor why he wishes to inspect the register, and we have written his solicitors inquiring. In the meantime please note that we object to Mr. B. inspecting the register.

Yours truly,

(Signed) LEGGATT, RUBINSTEIN, &amp; Co.

The Registrar,

Land Registry,  
4, Clement's-inn, W.C.

The result of the correspondence with the solicitors was satisfactory, and the permission asked for was given.

The registrar does not appear to realize the fact that a letter such as he wrote to Miss P. is calculated to seriously disturb an owner. Most owners would act as Miss P. acted and send the letter to a solicitor. No clue is afforded, however, as to the person who is to pay the costs of the necessary inquiries by the owner's solicitor. It is manifestly unjust that owners in the position of Miss P. should have to pay them.

The matter has, however, a much more serious phase. The registrar appears to be absolutely unconscious that the greatest mischief may result from disclosing an owner's title to a person who has no right to see it. An owner is informed that his title will be shown unless objection is taken in writing within a few days. The possibility of the owner being ill or absent is not taken into account. It seems incredible that such recklessness should be possible even in a Government office.

No. 18.

TITLE No. 22,376.

The following correspondence speaks for itself:—

Land Registry, 34, Lincoln's-inn-fields,  
London, W.C., July 23, 1901.

LAND TRANSFER ACTS, 1875 &amp; 1897.

TITLE No. 22,376.

To F. R.,

NOTICE.—J. B. and H. F. B., both of Camden Town, N.W., have applied to be registered as proprietors of a sub-lease of 15, L. Street, for ninety-nine years from the 25th day of March, 1854. If you will consent to the registration the matter can be completed and the sub-lease noted against your title forthwith. It would also be convenient if you would at the same time forward the land certificate to have the entry noted therein.

(Signed) H. MORTIMER ROWLAND.

5, Raymond-buildings, Gray's-inn, W.C.  
July 25, 1901.

Sir,

TITLE No. 22,376.

Our client, Mr. R., has handed us your communication of the 23rd instant with reference to the above title. He wishes us to ascertain why he should be asked to consent to the registration of a sub-lease of which he has no personal knowledge, and what advantage he will derive by reason of this sub-lease being noted against his title.

He notes also your request that he should produce his land certificate. He would like to be informed to whom he is to look for an indemnity for the costs he will incur in the matter.

Yours truly,  
(Signed) LEGGATT, RUBINSTEIN, & Co.

The Registrar,

Land Registry,  
34, Lincoln's-inn-fields, W.C.

Land Registry, 34, Lincoln's-inn-fields,

London, W.C., July 26, 1901.

DEAR SIRS,

TITLE No. 22,376.

In reply to your communication of yesterday's date I am desired by the registrar to state that the printed form of Notice in respect of an Underlease of 15 L. Street addressed to Mr. R. ought not to have been sent to him.

It had escaped attention that he was not the immediate lessor of the property, and I am to express our regret that he should have been troubled in the matter.

Yours faithfully,  
(Signed) T. S. DURY,  
Asst. Registrar.

Messrs. Leggatt, Rubinstein, &amp; Co.,

5, Raymond-buildings, Gray's-inn, W.C.

Had Mr. R. sent on his certificate and the underlease had been noted against his title, it is interesting to speculate what the result would have been, and if an action would have been subsequently necessary to put the matter right.

There is one person in the country whose knowledge of the subject is admittedly greater than that of any other individual. In an admirable book published in 1886 on "Registration of Title to Land" he thus sums up the working of the earlier Registration Acts in language that can practically be applied to the state of things that exists to-day.

"The little business that the office has had has been conducted under such a perpetual terror of making the slightest mistake or leaving the least loophole for imposition, and as a consequence, under such stringent safety regulations, that the process of first registration costs a great deal more trouble and time than all the law expenses of a sale of property under the usual conditions, and, what is more, when at length all that trouble has been gone through, and the bill has been paid and the property is registered, the office procedure in registered sales and mortgages and all dealings is so cumbersome as constantly to delay the proceedings beyond the limits of time expended under the old system, and in many cases to result in greater expense to the parties than they would have incurred if the estate had not been registered; more especially is this likely to happen in the case of small properties."

The right of the author of the work from which the above extract is taken to speak with authority will be universally admitted when I state that the writer in question is Mr. C. Fortescue Brickdale, the present Registrar-General.

## LEGAL NEWS.

## CHANGES IN PARTNERSHIP.

## DISSOLUTIONS.

HENRY CHARLES ANSTREY and JOHN JAMES SALISBURY, solicitors (Anstrey & Salisbury), Bristol. Sept. 28. [Gazette, Oct. 8.]

ALFRED THOMAS IVENS and JOSEPH FREDERICK RICHARDS, solicitors (Ivens & Richards), Southampton, and Newport, Isle of Wight. Sept. 28.

JOHN MILLS and CHARLES BOWKER CATLING, solicitors (Mills & Catling), 28A, Basinghall-street, London. Sept. 29.

WALTER FEDERAU NOKES and CHARLES BAMPFYLD DANIELL, solicitors (Nokes & Daniell), 57, Basinghall-street, London. Oct. 7. [Gazette, Oct. 11.]

## GENERAL.

It is stated that a dispute has arisen between the benchers of the Inner Temple and the Middle Temple on the one side, and the authorities of the City of London on the other, as to the power of the latter to impose rates upon the buildings in the Temple, the benchers' contending that the Temple is extra-parochial, and that certain rates have been wrongly levied.

Mr. Justice Phillimore has fixed the following commission days for holding the autumn assizes on the North and South Wales Circuits—Carnarvon, Friday, the 25th of October; Ruthin, Tuesday, the 29th of October; Chester, Friday, the 1st of November; Carmarthen, Friday, the 8th of November; Brecon, Monday, the 11th of November; Cardiff, Wednesday, the 13th of November.

At the Greenwich police-court on the 10th inst., William Dawson, of St. James's, Hatcham, was, says the *Times*, summoned by the Incorporated Law Society for unlawfully, wilfully, and falsely pretending to be a solicitor on the 17th of July. The offence was stated by Mr. Humphrey, who appeared for the society, to consist in writing a letter. Mr. Stokes defended. The defendant, who pleaded "Guilty," was fined 40s. and costs.

Mr. Justice Bigham has fixed the following commission days for the autumn assizes on the Midland Circuit: Aylesbury, Thursday, November 14; Bedford, Saturday, November 16; Northampton, Tuesday, November 19; Leicester, Friday, November 22; Lincoln, Tuesday, November 26; Derby, Friday, November 29; Nottingham, Tuesday, December 3;



Warwick, Friday, December 6; Birmingham, Tuesday, December 10. Mr. Justice Bigham will go on circuit alone until Birmingham is reached, when he will be joined by Mr. Justice Kennedy.

Mr. Ernest Baggallay, who was for fourteen years the stipendiary magistrate for West Ham, and was in July last appointed a metropolitan police magistrate, was on the 11th inst. presented with a silver salver, subscribed for by the members of the West Ham Borough Bench and their clerk, in token of the great esteem in which he was held and their high appreciation of his judicial work. The mayor presided at the ceremony. Mr. Baggallay, in acknowledging the gift, said that there was no better system for the administration of justice in a large population than the system in West Ham, where there was a trained magistrate to guide the business and lead the practice, and a body of gentlemen intimately acquainted with the district acting as lay administrators of the law.

The Lord Justice Clerk of Scotland, says the *Daily Graphic*, is a man of many parts. He is a Privy Councillor, a Companion of the Bath, a Fellow of the Royal Society, and holder of the Volunteer Decoration. He is a Doctor of Laws, a brigadier-general, an electrical engineer, a writer of books, and an inventor of all sorts of mechanical appliances. He is a recognized authority on law, education, military tactics, archery, golf, football, electricity, and other things. He has been a member of Parliament and president of innumerable societies—philanthropic, artistic, military, athletic, and scientific. He has now undertaken a new rôle. Arriving late at the trial of the Brodie case, he explained to the jury that his train had been half an hour behind time, and that after waiting in vain for a porter he had put his luggage on a barrow and wheeled it to a cab.

By Government notice No. 129 of 1901 (Transvaal) it is notified, says the *South African Law Journal*, that from the 27th of June, 1901, the office of the Registrar of Companies will be open for the registration of companies and amended or supplementary articles of association of existing companies in accordance with the provisions of Law No. 5 of 1874, as amended by Law No. 1 of 1891 of the late South African Republic. Applicants for registration are required to tender security to the satisfaction of the Controller of the Treasury to an amount not exceeding five shillings for every £100 of the nominal capital or increased capital to be registered, to meet any taxation which may be hereafter imposed on the capital or increased capital of companies registered since the annexation of the Transvaal. Letters of incorporation will also be granted to foreign companies according to law.

In our report of the discussion upon the papers as to Legal Remuneration at the annual provincial meeting of the Incorporated Law Society (*ante*, p. 822) our reporter omitted to notice some observations made by Mr. S. A. Ram (London) which deserve attention. He suggested that the principle of remuneration by a scale fee might be well extended to other business besides sales and mortgages, such as marriage settlements and administration of estates otherwise than by the court, and that wherever there is an *ad valorem* stamp or fee paid to Government the solicitor should be remunerated by a scale fee according to the value of the property settled on the gross amount of the estate administered. As the principle of a scale fee had so far answered well, Mr. Ram ventured to think it would be worth while for the Council to consider whether the time had not come to have it extended to the advantage of both solicitor and client.

On the 12th inst. Sir Harry Poland, K.C., who for twenty-seven years filled the office of Recorder of Dover, was entertained at a banquet at the Dover Town Hall, and presented with the honorary freedom of the borough enclosed in a silver-gilt casket. In acknowledging the gift Sir Harry Poland said that the first and most important thing was that an English judge should be impartial and independent. The next thing, and this was of great importance, was that he should be courteous and patient. The third thing was that he should have common sense, or, to use a loftier word, sagacity. Then he came to knowledge of the law, which was the least important of all. Explaining the reason of his retirement, Sir Harry said that when a man became a septuagenarian he often had not that acute sense of hearing that he should have in a court of justice, and he remembered what occurred on one occasion when a juror asked Baron Alderson to excuse him from service. "On what grounds?" said the Baron. "Well, my lord," replied the juror, "I can hear pretty well on this side when people speak with great distinctness, but on the other side I can't hear at all." Baron Alderson said, "In courts of law it is necessary to hear both sides. You are excused."

**SHEFFIELD CORPORATION £3 PER CENT. STOCK.**—Issue of £364,000. Price of issue, £93 per cent. The Corporation of Sheffield give notice that they are prepared to receive applications for the above Stock. The Stock, or any part thereof, to be redeemable at par, on the 30th September, 1925. Rate of interest £3 per annum, payable half-yearly, on the 1st March and 1st September, at the Sheffield and Hallamshire Bank, Limited, Sheffield, or by their London agents, Messrs. Glyn, Mills, Currie, & Co., 67, Lombard-street. The first dividend, being for a full half-year, will be payable on the 1st March, 1902. Dividend warrants will be forwarded by post when required. Applications for Stock to be made to the Registrar, at his office, Town Hall, Sheffield. The list will be closed at or before noon on Friday, the 25th day of October, 1901. To solicitors, brokers, and *bond fide* agents a commission of 5s. per cent. will be paid for allotments of Stock made through them.

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.**—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[ADVT.]

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEWICH.	Mr. Justice BYRNE.
Thursday, Oct. ....	24 Mr. R. Leach	Mr. Beal	Mr. Church	Mr. Godfrey
Friday .....	25 Beal	Mr. R. Leach	King	Farmer
Saturday .....	26 Farmer	Beal	Church	Godfrey

  

Date.	Mr. Justice COLEMAN-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.
Thursday, Oct. ....	24 Mr. Pemberton	Mr. Pugh	Mr. Groswell	Mr. W. Leach
Friday .....	25 Jackson	Carrington	W. Leach	Pemberton
Saturday .....	26 Pemberton	Pugh	Groswell	Jackson

## THE PROPERTY MART.

## SALE OF THE ENSUING WEEK.

Oct. 24.—Messrs. WOOTTON & GREEN, at the Mart, at 2.—Leasehold Property, 36, Aldermansbury, let and showing a profit rental of £300 per annum. Solicitors, Messrs. Blyth, Linton, Hartley, & Blyth, London. (See advertisement, this week, p. 4.)

## RESULT OF SALE.

## REVERSIONS AND SHARES.

Messrs H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 701) of the above interests at the Mart, E.C., on Thursday last, when the following interests changed hands at the prices named, the total of the sale being £21,448.

## ABSOLUTE REVERSIONS:

	£	s	d
To One-sixth of Freeholds producing £210 per annum; life 53 ...	Sold	505	
To a Moiety of about £17,400; life 75 ...		5,050	
To short Leaseholds producing £250 per annum; life 59 ...		110	
To £287; lives 53 and 64 ...		295	
REVERSION to about £33,330 and ABSOLUTE REVERSION to £25,000; life 53 ...		15,850	
240 Preference and 225 Ordinary Shares in the London and District Sanitary Laundries, Limited ...		118	

## WINDING UP NOTICES.

London Gazette.—FRIDAY, Oct. 11.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

**AUTOMOBILE MANUFACTURING CO., LIMITED.**—Petn for winding up, presented Oct 1, directed to be heard Oct 30. Sharpe & Co, 12, New St, for Hughes & Messer, Coventry, solrs for petnrs. Notice of appearing must reach Sharpe & Co not later than 6 o'clock in the afternoon of Oct 29.

**BILLINGTON LUNG BALM CO., LIMITED (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Oct 23, to send their names and addresses, and the particulars of their debts or claims, to John Edward Jaeger, 14, Regent St, Barnsley. Carrington, Barnsley, solr.

**BRITISH IRON FOUNDRY CO., LIMITED.**—Petn for winding up, presented Oct 4, directed to be heard Oct 30. Ward & Co, 7, King St, Chaspeide, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 29.

**CITY AND GLOBE TRUST AND FINANCE CORPORATION, LIMITED.**—Petn for winding up, presented Sept 18, directed to be heard Oct 30. Segar & Co, 55, Cannon St, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 29.

**COPIAPO GAS CO., LIMITED (IN LIQUIDATION).**—Creditors are required, on or before Dec 1, to send their names and addresses, and particulars of their debts or claims, to George Thomas Vessey, Dashwood House, 9, New Broad St.

**IMPERIAL MUTUAL INVESTMENT CO., LIMITED (IN LIQUIDATION).**—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts and claims, to John Robert Ercroft and William Ormerod, 101, Plantation St, Accrington. Sprake, Accrington, solr for liquidators.

**JOHN GARNETT & CO., LIMITED.**—Creditors are required, on or before Nov 2, to send their names and addresses, and the particulars of their debts or claims, to William Henry Carrington, Thomas St, Manchester. Lee & Co, Manchester, solrs for liquidators.

**LANCASTER PRINTING AND PUBLISHING CO., LIMITED (IN LIQUIDATION).**—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. Arthur Stanley, 4, Penny St, Lancaster. Holden & Co, Lancaster, solrs for liquidators.

**WESTBURY IRON CO., LIMITED (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Oct 30, to send their names and addresses, and the particulars of their debts or claims, to John Batey, Coleford, nr Bath. Cochran, solr for liquidator.

London Gazette.—TUESDAY, Oct. 15.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

**CITY AND GLOBE TRUST AND FINANCE CORPORATION, LIMITED.**—Petn for winding up, presented Oct 9, directed to be heard Oct 30. Kimber & Co, Watling St, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 29.

**EASTERN COUNTIES INSURANCE CO., LIMITED.**—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to George Hall and Thomas Hudson Dixon, 63, Market Pl, Hull. Woodhouse & Co, Hull, solrs for liquidators.

**ELECTRICAL TRANSMISSION CO., LIMITED.**—Creditors are required, on or before Nov 30, to send their names and addresses, and particulars of their debts and claims, to Arthur Rush Clarke, 7, East India Av. Sanderson & Co, Queen Victoria St, solrs for liquidator.

**W. BARNARD & CO., LIMITED.**—Creditors are required, on or before Nov 9, to send their names and addresses, and the particulars of their debts or claims, to Wm. Adge, 92, Albion St, Leeds. Lupton & Fawcett, Leeds, solrs for liquidator.

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct. 4.

STOWER, HENRY PENTON, Liverpool, Fruit & Produce Manufacturer. Not Dear v Stower, Registrar, Liverpool. Berry, Liverpool.

## BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, Oct. 8.  
RECEIVING ORDERS.

ASPLAND, WILLIAM, Handsworth, nr Sheffield, Builder  
sheffield Pet Sept 6 Ord Oct 3  
BLACKBURN, THOMAS, Derby, Licensed Victualler Derby  
Pet Oct 5 Ord Oct 5  
BLINHEIM, MADREN, Ambie, Northumberland, Ship  
Chandler Newcastle on Tyne Pet Sept 14 Ord Oct 3  
BOULTON, GEORGE, Lowestoft, Walter St Yarmouth Pet  
Oct 5 Ord Oct 5  
COLE, JULIA ELIZABETH, Marlow, Hotel Keeper Aylesbury  
Pet Oct 4 Ord Oct 4  
CORSON, JOHN, Tarnworth, Staffs, Saddler Birmingham  
Pet Oct 3 Ord Oct 3  
CRICKSHANK, SYDNEY MORICE, Newcastle on Tyne  
Newcastle on Tyne Pet Oct 4 Ord Oct 4  
DAY, EMMA KATE, Leicester, Music Dealer Leicester Pet  
Oct 5 Ord Oct 5  
EDWARDS, ELIJAH, Tipton, Staffs, Haulier Dudley Pet  
Oct 4 Ord Oct 4  
EVANS, JOSEPH, Rhyll, Flint, Auctioneer Bangor Pet  
Oct 4 Ord Oct 4  
FINCH, ARTHUR, Boscoboda, Hants, Furniture Dealer  
Poole Pet Sept 23 Ord Oct 5  
FOWLER, DAVID, Lombard at High Court Pet June 3  
Ord Oct 4  
GENTLE, JAMES, Leicester, Carriage Builder Leicester  
Pet Oct 4 Ord Oct 4  
HAGUE, ERNEST, Manchester, Grey Cloth Merchant Man-  
chester Pet Oct 4 Ord Oct 4  
HILL, JOHN GLOVER, Hinckley, Leicester, Printer Leicester  
Pet Oct 1 Ord Oct 1  
HINES, WILLIAM AUGUSTUS, Plumstead, Kent, Caretaker  
Greenwich Pet Oct 3 Ord Oct 3  
HIPPESON, WILLIAM, Dusham St, Vauxhall, Cab Master  
High Court Pet Sept 12 Ord Oct 4  
HOUGHTON, JASPER WILLIAM, Gadsdenby, Leicester, Grazier  
Leicester Pet Oct 5 Ord Oct 5  
JUKK, WILLIAM, Pelham Mews, Portobello rd, Cab Pro-  
prietor High Court Pet Sept 16 Ord Oct 4  
MACKNESS, ARTHUR, Leicester, Painter Leicester Pet Oct  
3 Ord Oct 3  
MILLS, ELLEN HENRIETTA, Sheerness, Fruiterer Rochester  
Pet Oct 3 Ord Oct 3  
NEWMAN, ROBERT, Honor Oak, Floss Factor High Court  
Pet Oct 4 Ord Oct 4  
PAYNE, GEORGE ALFRED, Hastings, Sussex, Plumber  
Hastings Pet Oct 3 Ord Oct 3  
PHILLIS, WILLIAM JAMES, West Humberstone, Leicester  
Leicester Pet Sept 30 Ord Oct 3  
PINDER, CHARLES, Basinstoke, Ironmonger Winchester  
Pet Aug 24 Ord Sept 28  
PRIDHAM, SAMUEL ALGAR, Portsmouth Portsmouth Pet  
Oct 3 Ord Oct 3  
PULLEN, HERBERT JAMES, Hartley rd, Hornsey, Joiner  
High Court Pet Oct 3 Ord Oct 3  
RANSETT, AUGUSTINE ALFRED, Shrewsbury, Merchant  
Shrewsbury Pet Oct 5 Ord Oct 5  
SHELTON, FRANK, Sheffield, Caretaker Sheffield Pet Sept  
10 Ord Oct 3  
SOUTHWELL, JOHN WILLIAM, Scarborough, Fruiterer Scar-  
borough Pet Oct 5 Ord Oct 5  
STANT, WILLIAM HENRY, Leicester, Painter Leicester  
Pet Oct 5 Ord Oct 5  
TOMLINSON, JONAH, Sheffield, Barman Sheffield Pet Oct 3  
Ord Oct 3  
TURNER, JOHN HENRY, Dudley, Butcher Dudley Pet  
Oct 3 Ord Oct 3  
WARD, JOHN, Lewisham, Innkeeper Peterborough Pet  
Sept 14 Ord Oct 5  
WARNER, EDWARD, Coleman St, Accountant High Court  
Pet Aug 15 Ord Oct 3  
WILSON, WALTER, Ponder's End, Farmer Edmonton Pet  
Oct 3 Ord Oct 3  
WINCH, JAMES EDWIN, Nottingham, Cabinet Maker  
Nottingham Pet Oct 3 Ord Oct 3

## FIRST MEETINGS.

BLISS, EDWARD, Dacorum, Blacksmith Oct 15 at 11.30  
Off Rec, Wetherhampton  
BURNETT, EDWIN, Ventnor, I of W, Grocer Oct 15 at 3  
19, Quay at, Newport, I of W  
BUTLER, ALFRED EDWARD, Notting Hill, Sugar Confectioner  
Oct 17 at 2.30 Bankruptcy bldg, Carey St  
CLITHEROE, THOMAS WILLIAM, Weybourne, Norfolk,  
Builder Oct 18 at 12 Off Rec, 5, King St, Norwich  
CUMMING, JOHN WILLIAM SPENCER, Gt Grimsby, School-  
master Oct 15 at 11 Off Rec, 16, Osborne St, Gt  
Grimsby  
DALES, JOHN HANLEY, and THOMAS WEEKES, Electric  
Herts, Engineers Oct 17 at 3 95, Temple chambers,  
Temple av  
DAWES, FREDERICK, Hove, Oilman Oct 15 at 2.30 Off  
Rec, 26, Railway app, London Bridge  
DODSWORTH, THOMAS WILLIAM, Burton on Trent, Grocer  
Oct 16 at 11.40 Midland Hotel, Station St, Burton on  
Trent  
DAVIS, ARTHUR EVAN, Llantwit Vardre, G.A.M. Licensed  
Victualler Oct 15 at 12 135, High St, Merthyr Tydfil  
DORRISON, CHRISTOPHER JOHN STORRY, Blinwick, Beds,  
Farmer Oct 15 at 11 Off Rec, bridge at, Northampton  
EVANS, THOMAS DAVID, Aberystwyth, Licensed Victualler  
Oct 16 at 12 Off Rec, 31, Alexandra rd Swansea  
FIXE, ALBERT, Pengelly, nr Casphilly, Glam. Furniture  
Dealer Oct 15 at 12 135, High St, Merthyr Tydfil  
FLETCHER, FREDERICK, East India Dock rd, Wheelwright  
Oct 18 at 2.30 Bankruptcy bldg, Carey St  
FOWLER, DAVID, Lombard at Oct 17 at 13 Bankruptcy  
bldg, Carey St  
HAGUE, ERNEST, Manchester, Grey Cloth Agent Oct 16 at  
8.31 Off Rec, Byrom St, Manchester  
HARCOCK, THOMAS GEORGE, Pembroke Dock Oct 19 at 12  
Off Rec, 4, Queen St, Carmarthen  
HEAT, SAMUEL, Newhall, Derby, Miner Oct 16 at 11  
Midland Hotel, Station St, Burton on Trent  
HIGGINS, FRANK, Audenshaw, nr Manchester,  
Farmer Oct 16 at 11 The Priory, Wrexham

HILL, JOHN GLOVER, Hinckley, Leicester, Printer Oct 15  
at 12 Off Rec, 1, Berridge St, Leicester  
HUTCHINSON, ROBERT, Harrogate, Fruiterer Oct 16 at 11.15  
Off Rec, 38, Stonegate, York  
JOHNS, ROBERT, Merthyr Tydfil, Innkeeper Oct 16 at 12  
135, High St, Merthyr Tydfil  
MALTMAN, WILLIAM THOMAS, Derby, Picture Frame Maker  
Oct 16 at 2.30 Off Rec, 47, Full St, Derby  
MAUDRICK, FREDERICK WILLIAM, and FREDERICK THOMAS  
MAUDRICK, Macclesfield, Wine Merchants Oct 15 at 11  
Off Rec, 33, King Edward St, Macclesfield  
MILLS, ELLEN HENRIETTA, Sheerness, Fruiterer Oct 21 at  
11.30 115, High St, Rochester  
NURSE, EDWARD ERNEST, Reading, Confectioner Oct 18 at  
3 95, Temple chambers Temple av  
PERRY, SAMUEL, and ALBERT EDWARD WEAVER, Wellington,  
Salop, Cycle Makers Nov. 6 at 11.30 County Court  
Office, Madley  
PHILLIPS, JOHN, West Bromwich, Coal Factor Oct 16 at 11  
174, Corporation St, Birmingham  
PRIDHAM, SAMUEL ALGAR, Portsmouth Oct 15 at 3 Off  
Rec, Cambridge junc, High St, Portsmouth  
REDFERN, CHARLES EDWARD, Romiley, Cheshire Oct 16 at  
3 Off Rec, Byrom St, Manchester  
SCHOFIELD, JAMES, Banford, nr Rochdale, Farmer Oct 16  
at 11 Off Rec, Exchange St, Bolton  
SKATTINGTON, ALFRED, Ickleton, Derby, Grocer Oct 15  
at 2 Off Rec, 47, Full St, Derby  
SLATER, THOMAS, Derby, Insurance Agent Oct 15 at 3  
Off Rec, 47, Full St, Derby  
SMITH, JOHN EATON, Stonor rd, West Kensington, Army  
Tutor Oct 18 at 2.30 Bankruptcy bldg, Carey St  
STROUD, H. S., Victoria St Oct 21 at 11 Bankruptcy bldg,  
Carey St  
THOMPSON, ALBERT GEORGE, Harrogate, Commercial  
Traveler Oct 16 at 11.30 Off Rec, 28, Stonegate,  
York  
TIDSWELL, WILLIAM RIDER, Farsley, York, Fishmonger  
Oct 15 at 11 Off Rec, 31, Manor row, Bradford  
WARWICK, JOHN WILLIAM, Hartlepool, Auctioneer Oct 16  
at 3 Off Rec, 8, Albert rd, Middlesbrough  
YORK, JOSEPH, Church Gresley, Derby, Colliery Bankman  
Oct 16 at 11.30 Midland Hotel, Station St, Burton on  
Trent

## ADJUDICATIONS.

BLACKBURN, THOMAS, Derby, Licensed Victualler Derby  
Pet Oct 5 Ord Oct 5  
BLAKE, JOSEPH, Chelsea, Engraver High Court Pet Aug  
28 Ord Oct 5  
BOULTON, GEORGE, Lowestoft, Walter St Yarmouth  
Pet Oct 5 Ord Oct 5  
CHRIST, THOMAS, Newcastle on Tyne, Fruit Broker New-  
castle on Tyne Pet Sept 27 Ord Oct 3  
DAY, EMMA KATE, Leicester, Pianoforte Dealer Leicester  
Pet Oct 5 Ord Oct 5  
DUFFIN, ROBERT JOHN, Barnoldswick, Yorks, Medical  
Practitioner Bradford Pet Sept 30 Ord Oct 4  
EDWARDS, ELIJAH, Tipton, Staffs, Haulier Dudley Pet  
Oct 4 Ord Oct 4  
EVANS, JOSEPH, Rhyll, Flint, Auctioneer Bangor Pet Oct  
4 Ord Oct 4  
FINCHER, WILLIAM, Walsall, Commission Agent Walsall  
Pet Sept 21 Ord Oct 3  
GENTLE, JAMES, Leicester, Carriage Builder Leicester Pet  
Oct 4 Ord Oct 4  
GREEN, SAMUEL JAMES, Brighton, Hotel Proprietor Brighton  
Pet Sept 20 Ord Oct 3  
HILL, JOHN GLOVER, Hinckley, Leicester, Printer Leicester  
Pet Oct 1 Ord Oct 1  
HINES, WILLIAM AUGUSTUS, Plumstead, Kent, Caretaker  
Greenwich Pet Oct 3 Ord Oct 3  
HORDAY, CHARLES BRANWELL, Little Ilford, Builder High  
Court Pet Sept 3 Ord Oct 5  
HOUGHTON, JASPER WILLIAM, Gadsdenby, Leicester, Grazier  
Leicester Pet Oct 5 Ord Oct 5  
MACKNESS, ARTHUR, Leicester, Painter Leicester Pet  
Oct 3 Ord Oct 3  
MILLS, ELLEN HENRIETTA, Sheerness, Fruiterer Rochester  
Pet Oct 3 Ord Oct 3  
NEWTON, SAMUEL, Berkhamstead, Herts, Draper High  
Court Pet Sept 19 Ord Oct 2  
NURSE, EDWARD ERNEST, Reading, Confectioner Reading  
Pet Sept 7 Ord Oct 3  
PAYNE, GEORGE ALFRED, Hastings, Plumber Hastings  
Pet Oct 3 Ord Oct 3  
PEARL, KNOX, Shorefield, Cardboard Box Manufacturer  
High Court Pet Sept 6 Ord Oct 5  
PHILLIS, WILLIAM JAMES, West Humberstone, Leicester,  
Leicester Pet Sept 30 Ord Oct 3  
PULLEN, HERBERT JAMES, Hartlepool, Carriage Builder Brentford  
Pet Sept 30 Ord Oct 3  
PRIDHAM, SAMUEL ALGAR, Portsmouth Portsmouth Pet  
Oct 3 Ord Oct 3  
PULLEN, HERBERT JAMES, Hornsey, Joiner High Court  
Pet Oct 3 Ord Oct 3  
ROUTLEDGE, ANN, Blyth, Northumberland, Licensed  
Victualler Newcastle on Tyne Pet Aug 9 Ord Oct 3  
SCHOFIELD, JAMES, Banford, nr Rochdale, Farmer Bolton  
Pet Aug 29 Ord Oct 4  
SOUTHWELL, JOHN WILLIAM, Scarborough, Fruiterer Scar-  
borough Pet Oct 5 Ord Oct 5  
STANT, WILLIAM HENRY, Leicester, Painter Leicester Pet  
Oct 5 Ord Oct 5  
STOKES, SAMUEL LUTON, Straw Hat Manufacturer Luton  
Pet Oct 1 Ord Oct 4  
TOMLINSON, JONAH, Sheffield, Barman Sheffield Pet Oct 3  
Ord Oct 3  
TURNER, JOHN HENRY, Dudley, Butcher Dudley Pet Oct 3  
Ord Oct 3  
WALSHAW, JOHN WILLIAM, Manchester, High Court Pet  
July 18 Ord Oct 3  
WILSON, WALTER, Ponder's End, Farmer Edmonton Pet  
Oct 3 Ord Oct 3  
WINCH, JAMES EDWIN, Nottingham, Cabinet Maker  
Nottingham Pet Oct 3 Ord Oct 3

ADJUDICATION ANNULLED AND RECEIVING  
ORDER RESCINDED.  
CECIL, HENRY, Austin Friars, Mining Engineer High  
Court Rec Oct 2, 1890 Adjud Dec 12, 1890 Rec  
and Annul Oct 2, 1891

London Gazette.—FRIDAY, Oct. 11.

## RECEIVING ORDERS.

ABBOTT, THOMAS, & Co, Bishopgate at Within, Stock  
Dealers High Court Pet Sept 14 Ord Oct 7  
ALBURY, ELISHA, Reading, Horse Dealer Reading Pet  
Oct 7 Ord Oct 7  
BAILLY, JOHN, Downton, Wilts, Builder Salisbury Pet  
Oct 4 Ord Oct 4  
BAILLY, THOMAS EDWARD, Leicester, Grocer Leicester  
Pet Oct 3 Ord Oct 3  
BARBATE, A. F., LAWRENCE In, Cheapside, Merchant High  
Court Pet Aug 15 Ord Oct 7  
BESTER, GEORGE, Rugby Coventry Pet Oct 7 Ord Oct 7  
BOWDEN, GEORGE, Barnstable, Innkeeper Barnstable Pet  
Oct 8  
CHESHIRE, WILLIAM, and EDWARD CHESHIRE, Handsworth,  
Bakers West Bromwich Pet Oct 9 Ord Oct 9  
CHURCHARD, SARAH ANN, Worcester, Stationer Worcester  
Pet Oct 7 Ord Oct 7  
COOK, WILLIAM EDWARD, Broad at House, Engineer High  
Court Pet Sept 13 Ord Oct 7  
COOPER, JACOB, Darwen, Lancs, Coal Merchant Darwen  
Pet Oct 4 Ord Oct 7  
COOPER, JOHN, Derby, General Dealer Derby Pet Oct 7  
Ord Oct 7  
DALE, ISAAC, and WILLIAM KEMP, Birmingham, Shopfitters  
Birmingham Pet Oct 7 Ord Oct 7  
DRAYCOTT, THOMAS FARMER, Sedgley, Staffs, Publican  
Dudley Pet Oct 8 Ord Oct 5  
DYKE, JOHN, Bolton, Fruiterer Bolton Pet Oct 9 Ord  
Oct 9  
ELLIS, DANIEL BATES, Billesdon, Leicester, Saddler Leicester  
Pet Oct 7 Ord Oct 7  
ESKINE, CHARLES ELLIS HAY, Russell sq Exeter Pet  
Oct 7 Ord Oct 7  
FLANNERY, CHARLES, Margate, Bootmaker Canterbury  
Pet Oct 7 Ord Oct 7  
FOWLER, FRANK DENISON, Southwick, Staffs, Coal Mer-  
chant West Bromwich Pet Oct 7 Ord Oct 7  
GRIFFITHS, GRIFFITH, Tyldesley, Carnarvon, Farmer  
Portmadoc Pet Oct 8 Ord Oct 8  
HARDY, JOHN, Leicester Leicester Pet Oct 7 Ord  
Oct 7  
HARRIS, WILLIAM, Newport, Coal Dealer Newport, Mon  
Pet Oct 8 Ord Oct 8  
HART, ERNEST, Bankey Bridges, Lancs, Accountant  
Warrington Pet Sept 28 Ord Oct 7  
HUGHES, EDWIN JAMES, Haverfordwest, Grocer Pembroke  
Dock Pet Oct 8 Ord Oct 8  
KEMP, WILLIAM GEORGE, Old Kent rd, General Dealer  
High Court Pet Oct 9 Ord Oct 9  
KNIGHT, THOMAS, Hay Mills, Warwick, Coal Merchant  
Birmingham Pet Oct 7 Ord Oct 7  
MCMAFFERTY, J. A., Liverpool, Clerk Liverpool Pet Sept 29  
Ord Oct 8  
MAYER, J. E., Park pl, St James's High Court Pet April 8  
Ord Oct 9  
MAYWOOD, STEPHEN, Ilford, General Dealer Chelmsford  
Pet Oct 5 Ord Oct 5  
METCALF, JOHN, Littlehampton, Valet Brighton Pet  
Oct 8 Ord Oct 8  
MITCHELL, THOMAS WILLIAM, Malton, Yorks, Solicitor  
Scarborough Pet Sept 19 Ord Oct 8  
MOORE, JOSHUA, Lynchhurst, Hants, Colonial Meat  
Salesman Southampton Pet Oct 9 Ord Oct 9  
MULLER, CHARLES H., Ipswich, Iron Merchant Ipswich  
Pet Aug 17 Ord Oct 5  
NORTH, LEWIS, Mirfield, Yorks, Brewer's Traveller  
Dewsbury Pet Oct 7 Ord Oct 7  
OILEY, FREDERICK, Leeds, Sewing Machine Maker Leeds  
Pet Oct 8 Ord Oct 8  
PICKLES, ERNEST, Oldham, Confectioner Oldham Pet Oct  
7 Ord Oct 7  
PONDING, CHARLES WILLIAM, Yate, Glos, Tailor Bristol  
Pet Oct 8 Ord Oct 8  
SKELTON, JENNIE CAROLINE, Baxley Heath, Kent, Fruit  
Grower Rochester Pet Oct 5 Ord Oct 5  
SLACK FRED, Macclesfield, Butcher Macclesfield Pet Oct  
3 Ord Oct 3  
STEWART, FRANK, Wavertree, Liverpool, Builder Liverpool  
Pet Sept 23 Ord Oct 7  
STUBBS, WILLIAM KENDALL, Windermere, Westmoreland,  
Butcher Kendal Pet Oct 8 Ord Oct 8  
WAINWRIGHT, W. S., Halifax, Manager Halifax Pet Sept  
24 Ord Oct 3  
WALLER ERNEST BRAUD, Stroud, Glos, Stationer  
Gloucester Pet Oct 9 Ord Oct 9  
WILLIAMS, JAMES, Leicester, Grocer Leicester Pet Oct 9  
Ord Oct 9  
YATES, JAMES, Birtow, Foreman Papermaker Birtow in  
Furness Pet Oct 8 Ord Oct 8

Amended notice substituted for that published in  
the London Gazette of Aug 2:  
BATH, HENRY STEPHEN MORRIS, Hadley, Salop, Coach-  
builder Madley Pet July 30 Ord July 30

## FIRST MEETINGS.

ABBOTT, THOMAS, & Co, Bishopgate at Within, Stock  
Dealers Oct 21 at 2.30 Bankruptcy bldg, Carey St  
BAILLY, JOHN, Downton, Wilts, Builder Oct 22 at 12.30  
Off Rec, City chambers, Salisbury  
BAKER, OSBORNE, Cardiff, Tobaccoist Oct 19 at 11 117,  
St Mary St, Cardiff  
BARBATE, A. F., Cheapside, Merchant Oct 24 at 12 Bank-  
ruptcy bldg, Carey St  
BESTER, GEORGE, Rugby Oct 16 at 12 Off Rec, 17,  
Hertford at, Coventry  
BLINHEIM, MADREN, Ambie, Northumberland, Ship  
Chandler Oct 16 at 11.30 Off Rec, 83, Mosley St,  
Newcastle on Tyne  
CHURCHARD, SARAH ANN, Worcester, Stationer Oct 18 at  
10.40 45, Copenhagen St, Worcester  
COOK, WILLIAM EDWARD, Walbrook, Engineer Oct 23  
at 11 Bankruptcy bldg, Carey St  
CRICKSHANK, SYDNEY MORICE, Newcastle on Tyne Oct 18  
at 12 Off Rec, 30, Mosley St, Newcastle on Tyne  
DAY, EMMA KATE, Leicester, Music Dealer Oct 21 at 3  
Off Rec, 1, Berridge St, Leicester



DRAYCOTT, THOMAS FARMER, Sedgley, Staffs. Publican Oct 21 at 12 Off Rec, Wolverhampton st, Dudley  
 ELLIS, DANIEL BATES, Billesdon, Leicester, Saddler Oct 23 at 3 Off Rec, 1, Berridge st, Leicester  
 EVANS, JOSEPH, Rhyll, Flint, Auctioneer Oct 18 at 12 Croyth chambers, Eastgate row, Chester  
 FLAHERTY, CHARLES, Margate, Bootmaker Oct 24 at 9 Off Rec, 68, Castle st, Canterbury  
 GENTLE, JAMES, Leicester, Carriage Builder Oct 21 at 12.30 Off Rec, 1, Berridge st, Leicester  
 GREEN, SAMUEL JAMES, Brighton, Hotel Proprietor Oct 18 at 3 Egrement Hotel, Norfolk sq, Brighton  
 HARDY, JOHN, Leicester Oct 18 at 3.30 Off Rec, 1, Berridge st, Leicester  
 HARRIS, JOHN, Tyndale, Staffs, Licensed Victualler Oct 21 at 11 Off Rec, Wolverhampton st, Dudley  
 HARRIS, HENRY, South Bank, Yorks, Fruiterer Oct 25 at 3 Off Rec, 8, Albert rd, Middlesborough  
 HIPPERSON, WILLIAM, Vauxhall, Cab Master Oct 22 at 11 Bankruptcy bldg, Carey st  
 HOUGHTON, JASPER WILLIAM, Gaddesby, Leics, Glazier Oct 23 at 12.30 Off Rec, 1, Berridge st, Leicester  
 JAMES, ALBERT, Isleworth, Fishmonger's Assistant Oct 19 at 3.30 Off Rec, 85, Temple chambers, Temple av  
 JUKER, WILLIAM, Pelham mews, Portobello rd, Cab Proprietor Oct 21 at 12 Bankruptcy bldg, Carey st  
 LEWIS, THOMAS, Merthyr Tydfil, Grocer Oct 18 at 3 135, High st, Merthyr Tydfil  
 MACKNESS, ARTHUR, Leicester, Painter Oct 18 at 3 Off Rec, 1, Berridge st, Leicester  
 METCALF, JOHN, Littlehampton, Valet Nov 7 at 10.30 Off Rec, 4, Pavilion bldg, Brighton  
 MULLER, CHARLES H. Ipswich, Iron Merchant Oct 18 at 10.30 Off Rec, 35, Princes st, Ipswich  
 NEWHAM, ROBERT, Horse Oak, Corn Factor Oct 23 at 12 Bankruptcy bldg, Carey st  
 NEWMAN, RICHARD MAYOW, Reading, Bookseller Oct 22 at 3 Bankruptcy bldg, Carey st  
 OXLEY, FREDERICK, Leeds, Sewing Machine Maker Oct 18 at 11 Off Rec, 24, Park row, Leeds  
 PLUMMER, HENRY, Hounslow, Carriage Builder Oct 19 at 11.30 Off Rec, 85, Temple chambers, Temple av  
 RABERY, JOHN, 22, Camomile st, Camomile st, Merchant Oct 23 at 11 Bankruptcy bldg, Carey st  
 RHODES, SAMUEL, HENRY, Palmerston rd, Bowse pk, Manufacturer's Agent Oct 18 at 3 Off Rec, 95, Temple chambers, Temple av  
 SAYRE, JAMES ALFRED, Ufford, Suffolk, Innkeeper Oct 18 at 2.30 Off Rec, 35, Princes st, Ipswich  
 SKELTON, JENNIE CAROLINE, Lewisham, Fruit Gower Oct 18 at 11.30 Bankruptcy bldg, Carey st  
 SMITH, ROBERT EDWARD, Mold, Flint, Carriage Builder Oct 18 at 11 Bankruptcy bldg, Carey st  
 STANFIELD, EDWARD, Littleborough, Lancs, Cycle Dealer Oct 22 at 11.15 Town Hall, Rochdale  
 STANT, WILLIAM HENRY, Leicester, Painter Oct 22 at 3 Off Rec, 1, Berridge st, Leicester  
 STOKES, SAMUEL, Luton, Straw Hat Manufacturer Oct 18 at 12 Off Rec, Bridge st, Northampton  
 THOMAS, JAMES RHOSE, Cardiff, Painter Oct 18 at 3 117, St Mary st, Cardiff  
 TURNER, FRANCIS CHARLES ANTHONY, and FREDERICK OTTO RUKEL, Bradford av, Red Cross st, China Merchants Oct 23 at 12 Bankruptcy bldg, Carey st  
 TURNER, JOHN HENRY, Dudley, works, Butcher Oct 21 at 11.30 Off Rec, Wolverhampton st, Dudley  
 WILSON, WALTER, South st, Ponders End, Farmer Oct 18 at 12 Moon 91, Temple chambers, Temple av  
 WITCH, JAMES EDWIN, Nottingham, Cabinet Maker Oct 18 at 12 Off Rec, 4, Castle pk, Park st, Nottingham

ADJUDICATIONS  
 ALBURY, ELISHA, Reading, Horse Dealer Reading Pet Oct 7 Ord Oct 7  
 BAILEY, JOHN, Downham, Wills, Builder Salisbury Pet Oct 4 Ord Oct 4  
 BAILEY, THOMAS EDWARD, Leicester, Grocer Leicester Pet Oct 8 Ord Oct 8  
 BREWER, GEORGE RUGBY Coventry Pet Oct 7 Ord Oct 7  
 BLENHEIM, J. JONES, Amble, Northumberland, Ship Chandler Newcastle on Tyne Pet Sept 14 Ord Oct 9  
 BOWDEN, GEORGE, Barnstable, Innkeeper Barnstable Pet Oct 8 Ord Oct 9  
 BURNETT, EDWIN, Ventnor, I of W, Grocer Newport and Ryde Pet Sept 13 Ord Oct 8  
 CHERRIER, WILLIAM, and EDWARD CHERRIER, Handsworth, Bakers West Bromwich Pet Oct 9 Ord Oct 9  
 CHURCHARD, SARAH ANN, Worcester, Stationer Worcester Pet Oct 7 Ord Oct 7  
 COOPER, JOHN, Derby, General Dealer Derby Pet Oct 7 Ord Oct 7  
 DRAYCOTT, THOMAS FARMER, Sedgley, Staffs. Publican Dudley Pet Oct 5 Ord Oct 5  
 DYKE, JOHN, Bolton, Fruiterer Bolton Pet Oct 9 Ord Oct 9  
 ELLIS, DANIEL BATES, Billesdon, Leicester, Saddler Leicester Pet Oct 7 Ord Oct 7  
 ESKIN, CHARLES ELLIS, EAY, Woburn pl, Russell sq, Ekester Pet Oct 7 Ord Oct 7  
 FLAHERTY, CHARLES, Margate, Bootmaker Canterbury Pet Oct 7 Ord Oct 7  
 FORBES, CHARLES D'OLYX, Stoke by Nayland, Suffolk Ipswich Pet Sept 5 Ord Oct 4  
 FOWLER, FRANK DENISON, Smithwick, Staffs, Coal Merchant West Bromwich Pet Oct 7 Ord Oct 7  
 FREEMAN, MAX, Liverpool, Building Material Merchant Liverpool Pet Oct 5 Ord Oct 5  
 HARDY, JOHN, Leicester, Leicester Pet Oct 7 Ord Oct 7  
 HARRIS, WILLIAM, Newport, Coal Dealer Newport, Mon Pet Oct 8 Ord Oct 8  
 HUMPHREYS, ARDLEY JOHN, Wansstead, Licensed Victualler Luton Pet Sept 17 Ord Oct 7  
 KEMP, WILLIAM GEORGE, Old Kent rd, General Dealer High Court Pet Oct 9 Ord Oct 9  
 KING, B. W. Birmingham, Grocer Birmingham Pet Aug 10 Ord Oct 9  
 LATOOCK, JOHN SAMUEL, THOMAS SMITH, and ELLEN HOLLAND, Halifax, Boot and Shoe Manufacturers Halifax Pet Sept 4 Ord Oct 17  
 MAW, ROBERT, North Shields, Ship Store Merchant Newcastle on Tyne Pet Sept 10 Ord Oct 9

METCALF, JOHN, Littlehampton, Valet Brighton Pet Oct 8 Ord Oct 8  
 MOORES, JOSIAH, Lyndhurst, Hants, Provision Salesman Southampton Pet Oct 9 Ord Oct 9  
 NATOL, FENNY, Angmering, Sussex Brighton Pet Oct 2 Ord Oct 3  
 NORTH, LEWIS, Mirfield, Yorks, Brewer's Traveller Dewsbury Pet Oct 7 Ord Oct 7  
 OXLEY, FREDERICK, Leeds, Sewing Machine Maker Leeds Pet Oct 8 Ord Oct 8  
 PERKINS, EVA GEORGINA, Cardiff, Ironmonger Cardiff Pet Oct 2 Ord Oct 2  
 PICKLES, ERNEST, Oldham, Confectioner Oldham Pet Oct 7 Ord Oct 7  
 PONTING, CHARLES WILLIAM, Yate, Glos, Tailor Bristol Pet Oct 5 Ord Oct 5  
 SHELTON, FRANK, Sheffield, Caretaker Sheffield Pet Sept 10 Ord Oct 9  
 SKELTON, JENNIE CAROLINE, Lewisham, Fruit Grover Rochester Pet Oct 5 Ord Oct 5  
 SLACK, FRED, Macclesfield, Butcher Macclesfield Pet Oct 3 Ord Oct 3  
 SPICER, FREDERICK REDWELL, Deal, Market Gardener Canterbury Pet Sept 27 Ord Oct 7  
 STANFIELD, EDWARD, Littleborough, Lancs, Cycle Dealer Rochdale Pet Sept 12 Ord Oct 8  
 STUBBS, WILLIAM KENDALL, Windermere, Westmoreland, Butcher Kendal Pet Oct 8 Ord Oct 8  
 WALLER, ERNEST BRAUND, Stroud, Glos, Statimer Gloucester Pet Oct 9 Ord Oct 9  
 WHITEHEAD, JOHN, Handsworth, Patentee Birmingham Pet Aug 30 Ord Oct 7  
 WILLIAMS, JAMES, Leicester, Grocer Leicester Pet Oct 9 Ord Oct 9  
 YATES, JAMES, Barrow, Foreman Paper Maker Barrow in Furness Pet Oct 8 Ord Oct 8

Amended notice substituted for that published in the London Gazette of Sept 17:  
 ROGERS, EDWIN, and CHARLES SUTTON READ, Maidenhead, Furniture Dealers Windsor Pet Sept 9 Ord Sept 9

RECEIVING ORDERS.  
 AWCOCK, JACOB, Southborough, Kent, Draper Tunbridge Wells Pet Oct 10 Ord Oct 10  
 BROWN, JOHN, Sunderland, Draper Sunderland Pet Oct 9 Ord Oct 9  
 CHAPMAN, SAMUEL, Kingston upon Hull, Painter Kingston upon Hull Pet Oct 11 Ord Oct 11  
 DANA, SIDNEY SPURWAY, Enderby, Leicester, Beerhouse Keeper Leicester Pet Oct 11 Ord Oct 11  
 EADON, ROBERT RANTON, Sheffield Sheffield Pet Oct 12 Ord Oct 12  
 ELLIOTT, HENRY, Nottingham, Boot Maker Nottingham Pet Oct 12 Ord Oct 12  
 ELLIS, KATE MARY, Leeds, Head Teacher Leeds Pet Oct 10 Ord Oct 10  
 FARLEY, THOMAS HENRY, Turquay, Boarding house Keeper Exeter Pet Oct 11 Ord Oct 11  
 FOXON, WILLIAM FRANK, Leicester, Butcher Leicester Pet Oct 12 Ord Oct 12  
 GIDDINGS, SAMUEL EYON, Walsall, Boot Dealer Walsall Pet Oct 10 Ord Oct 10  
 GOLDSBAY, CHARLES, Bilsdon, Staffs, Chemist Dudley Pet Oct 10 Ord Oct 10  
 GOSLING, EDGAR, Abingdon, Berks, Fishmonger Oxford Pet Oct 11 Ord Oct 11  
 GUSCOTT, WILLIAM, Badminton, Bristol, Tailor Bristol Pet Oct 11 Ord Oct 11  
 HALL, ERNEST CHARLES, New Cleethorpes, Grocer Gt Grimsby Pet Oct 8 Ord Oct 8  
 HAYDON, GEORGE, Spetham, Norfolk, Licensed Victualler King's Lynn Pet Oct 10 Ord Oct 10  
 HECKFORD, CLARENCE ROBERT, Wolverhampton, Manufacturer Wolverhampton Pet Oct 11 Ord Oct 11  
 HELLBUTH, ALFRED, 91 Russell st, Bloomsbury, Cigarette Merchant High Court Pet Sept 30 Ord Oct 11  
 HINS, LEVI, Redditch, Worcester, Needle Maker Birmingham Pet Oct 10 Ord Oct 10  
 HOLMES, EDWARD, HENRY, Walsall, Stone Beer Manufacturer Walsall Pet Oct 10 Ord Oct 10  
 HORWOOD, THOMAS HUGH, New Inn, Strand, Solicitor High Court Pet Aug 19 Ord Oct 11  
 HOWELL, ARTHUR WILLIAM, Bridgewater, Plumber Bridgewater Pet Oct 12 Ord Oct 12  
 HUNT, JAMES, Luton, Farmer Luton Pet Oct 11 Ord Oct 11  
 JONES, DAVID, Llandrillo yn rhos, Denbigh, Farmer Bangor Pet Oct 11 Ord Oct 11  
 JONES, OWEN, Llandrillo yn rhos, Anglesey, Grocer Bangor Pet Oct 12 Ord Oct 12  
 KNIGHT, SYDNEY, Fulham, Builder High Court Pet Oct 12 Ord Oct 12  
 MCINTOSH, ARTHUR EDWARD, Leeds, Iron Moulder Leeds Pet Oct 9 Ord Oct 9  
 OATES, ARTHUR JOE, Walsall, Bolt Manufacturer Walsall Pet Oct 10 Ord Oct 10  
 PAYNE, HARRY GEORGE, Bladon, Oxford, Farmer Oxford Pet Oct 11 Ord Oct 11  
 PLANT, ALFRED, Macclesfield Commission Agent Macclesfield Pet Oct 11 Ord Oct 11  
 PLATTS, EDWARD, Hartshorne, Derby, Builder Burton on Trent Pet Oct 10 Ord Oct 10  
 PULHAM, TITHE, & Co, Ipswich, Grocers Ipswich Pet Sept 28 Ord Oct 9  
 SAHL, ROBERT EDWIN, Von der, Bognor, Cycle Agent Brighton Pet Oct 10 Ord Oct 10  
 SMITH, GEORGE, Surbiton, Kingston, Surrey Pet Aug 30 Ord Oct 12  
 SMITH, JAMES HENRY, Eton, nr Wotton, Staffs, Blacksmith Macclesfield Pet Oct 11 Ord Oct 11  
 STEPHENSON, WILLIAM, Richmond, Yorks, Fruit Dealer Northallerton Pet Oct 9 Ord Oct 9  
 STEVENS, LOUISA, Streatham, Corn Dealer Wandsworth Pet Oct 11 Ord Oct 11  
 STEVENS, TOM, Kingston upon Hull, Musician Kingston upon Hull Pet Oct 10 Ord Oct 10  
 STOKES, FREDERICK GEORGE, Morecambe, Grocer Preston Pet Oct 11 Ord Oct 11  
 TOMLIN, CHARLES, Harpenden, Herts, Builder St Albans Pet Sept 27 Ord Oct 11

TURNER, JOSEPH HORSFALL, Bradford, Schoolmaster Bradford Pet Sept 27 Ord Oct 10  
 UFFILL, THOMAS ERNEST, Leeds Leeds Pet Oct 9 Ord Oct 9  
 WALKER, ALGERNON, Tooley st, General Provision Agent High Court Pet Oct 11 Ord Oct 11  
 WESTON, HENRY, Cardiff, Auctioneer Cardiff Pet Oct 3 Ord Oct 3  
 WHEELER, ALFRED LAURY, Folkestone, Grocer Canterbury Pet Sept 20 Ord Oct 12

FIRST MEETINGS.  
 ADAMS, WILLIAM WARD, Burton on Trent, Grocer Oct 22 at 3 Off Rec, 47, Fall st, Derby  
 ASPLAND, WILLIAM, Handsworth, nr Sheffield, Joiner and Builder Oct 23 at 1 Off Rec, Figtree in, Sheffield  
 BAILEY, JAMES, Bickingham Superior, Suffolk, Grocer Oct 23 at 2 Off Rec, 34, Princes st, Ipswich  
 BAILEY, THOMAS EDWARD, Leicester, Grocer Oct 23 at 12.30 Off Rec, 1, Berridge st, Leicester  
 BOULTON, GEORGE, Lowestoft, Waiter Oct 22 at 1 Off Rec, 8, King st, Norwich  
 COOPER, JACOB, Darwen, Coal Merchant Oct 23 at 11.30 County Court house, Blackburn  
 DYKE, JOHN, Bolton, Fruiterer Oct 23 at 2.30 Off Rec, Exchange st, Bolton  
 EDWARDS, ALGERNON, Tooley st, General Provision Agent High Court Pet Oct 11 Ord Oct 11  
 ELLIS, KATE MARY, Leeds, Head Teacher Oct 22 at 11.30 Off Rec, 22, Park row, Leeds  
 FINCH, ARTHUR, Boscombe, Furniture Dealer Oct 22 at 1.30 Off Rec, Eadness st, Salisbury  
 GREENHAM, W. H. Liselard Oct 23 at 12 Off Rec 35, Victoria st, Liverpool  
 GUSCOTT, WILLIAM, Badminton, Bristol, Tailor Oct 23 at 12 Off Rec, 25, Baldwin st, Bristol  
 HART, ERNEST, Canley Bridge, Lancs, Accountant Nov 1 at 10.45 Court house, Palmyra sq, Warrington  
 HINES, WILLIAM AUGUSTUS, Plymouth, Caretaker Oct 22 at 11.30 24, Railway app, London Bridge  
 HOWELL, ARTHUR WILLIAM, Bridgewater, Plumber Oct 22 at 11 W H Tamlyn, High st, Bridgewater  
 HUMPHREYS, ARDLEY JOHN, Wansstead, Licensed Victualler Oct 21 at 11 Court house, Luton  
 JONES, SARAH JANE, Swansea, Fish Merchant Oct 23 at 2.45 Off Rec, 31, Alexandra rd, Swansea  
 MCINTOSH, ARTHUR EDWARD, Leeds, Iron Moulder Oct 22 at 12.30 Off Rec, 29, Park row, Leeds  
 MAYWOOD, STEPHEN, Lifford, Carman Oct 23 at 3 93, Temple chambers, Temple av  
 MITCHELL, THOMAS WILLIAM, Malton, Yorks, Solicitor Oct 25 at 11.30 74, Newborough st, Scarborough  
 MOORES, JOSIAH, Lyndhurst, Hants, Provision Salesman Oct 23 at 3.30 Off Rec, 173, High st, Southampton  
 NORTH, LEWIS, Mirfield, Yorks, Brewer's Traveller Oct 21 at 1 Off Rec, Bank chambers, Batley  
 PARSONS, CHARLES, Kingswood, Bristol, Furniture Dealer Oct 23 at 11.30 Off Rec, 23, Baldwin st, Bristol  
 PEARL, ENOCH, Shoreditch, Cardboard Manufacturer Oct 24 at 11 Bankruptcy bldg, Carey st  
 PICKLES, ERNEST, Oldham, Confectioner Oct 23 at 12 Off Rec, Bank chambers, Queen st, Oldham  
 PINDER, CHARLES, 121, York, Fishmonger Oct 25 at 3 Off Rec, 173, High st, Southampton  
 PONTING, CHARLES WILLIAM, Yate, Glos, Tailor Oct 23 at 11.45 Off Rec, 30, Baldwin st, Bristol  
 PULHAM, TITHE, & Co, Ipswich, Grocers Oct 23 at 11 Off Rec, 35, Princes st, Ipswich  
 PULLEN, HERBERT JAMES, Harvey rd, Horney, Joiner Oct 24 at 1 Bankruptcy bldg, Carey st  
 RAYSON, ALFRED, Moston, nr Newton Heath, Lancs, Bookbinder, Exeter Oct 23 at 11 Off Rec, Bank chambers, Queen st, Oldham  
 RICHARDS, JOHN, Glyn Neath, Glam, Builder Oct 23 at 2 15 Off Rec, 31, Alexandra rd, Swansea  
 SHELTON, FRANK, Sheffield, Caretaker Oct 23 at 12 Off Rec, Figtree lane, Sheffield  
 SOUTHWELL, JOHN WILLIAM, Scarborough, Fruiterer Oct 25 at 12.30 74, Newborough st, Scarborough  
 STEVENS, TOM, Kingston upon Hull, Musician Oct 22 at 11 Off Rec, Trinity House in, Hull  
 TOMLINSON, JOWAN, St. Road, Barmen Oct 22 at 12.30 Off Rec, Figtree lane, Sheffield  
 TURNER, JOSEPH HORSFALL, Bradford, Schoolmaster Oct 25 at 11 Off Rec, 31, Manor row, Bradford  
 UFFILL, THOMAS ERNEST, Leeds Oct 22 at 11 Off Rec, 22, Park row, Leeds  
 WAINHOUSE, WILLIAM HENRY, Halifax Oct 23 at 3 Off Rec's Office, Halifax  
 WARREN, RICHARD, Cleman st, Accountant Oct 23 at 12 Bankruptcy bldg, Carey st  
 WESTON, HENRY, Cardiff, Auctioneer Oct 23 at 12 117, St Mary st, Cardiff  
 WHEELER, ALFRED LAURY, Folkestone, Grocer Oct 23 at 11 Off Rec, 68, Castle st, Canterbury  
 WHITEHEAD, JOHN, Handsworth, Patentee Oct 23 at 11 174, Corporation st, Birmingham  
 WILLIAMS, JAMES, Leicester, Grocer Oct 24 at 12.30 Off Rec, 1, Berridge st, Leicester  
 WILLOUGHBY, WILLIAM, Plymouth, Professor of Music Oct 21 at 11 4, Athenium ter, Plymouth

ADJUDICATIONS  
 ABBOTT, RICHARD, Bishopsgate st Within, Stock Dealer High Court Pet Sept 14 Ord Oct 11  
 AWCOCK, JACOB, Southborough, Kent, Draper Tunbridge Wells Pet Oct 10 Ord Oct 10  
 BATES, JOHN, Shoeburyham, Essex Chelmsford Pet Aug 12 Ord Oct 11  
 BROOKS, SYDNEY EDWARD, St. John's Wood, Florist's Manager High Court Pet Sept 21 Ord Oct 10  
 BROWN, JOHN, Sunderland, Draper Sunderland Pet Oct 9 Ord Oct 9  
 CHAPMAN, SAMUEL, Kingston upon Hull, Painter Kingston upon Hull Pet Oct 11 Ord Oct 11  
 COHEN, SAMUEL, Strand, Tobaccoist High Court Pet Sept 11 Ord Oct 12  
 COOPER, JACOB, Darwen, Coal Merchant Darwen Pet Oct 4 Ord Oct 11  
 DANA, SIDNEY SPURWAY, Enderby, Leicester, Beerhouse Keeper Leicester Pet Oct 11 Ord Oct 11

**EADON, ROBERT BENTON**, Sheffield Sheffield Pet Oct 13 Ord Oct 13  
**ELLIS, KATE MARY**, Leeds, Head Teacher Leeds Pet Oct 10 Ord Oct 10  
**FARLER, THOMAS HENRY**, Torquay, Boarding house Keeper Exeter Pet Oct 11 Ord Oct 11  
**FOXON, WILLIAM FREER**, Leicester, Butcher Leicester Pet Oct 12 Ord Oct 12  
**GITTINGS, SAMUEL EYSON**, Walsall, Boot Dealer Walsall Pet Oct 10 Ord Oct 11  
**GOLDSTRAV, CHARLES**, Bilston, Staffs, Chemist Dudley Pet Oct 10 Ord Oct 10  
**GOSLING, EDGAR**, Abingdon, Berks, Fishmonger Oxford Pet Oct 11 Ord Oct 11  
**HALL, ERNEST CHARLES**, New Cleethorpes, Grocer Gt Grimsby Pet Oct 8 Ord Oct 8  
**HATCHETT, THOMAS**, and **CHARLES HERBERT SALFORD**, Lichfield, Builders Walsall Pet Sept 9 Ord Oct 10  
**HAY, JAMES SMITH**, South Hampstead, China Merchant High Court Pet June 17 Ord Oct 9  
**HAYDON, GEORGE**, Snettisham, Norfolk, Licensed Victualler King's Lynn Pet Oct 10 Ord Oct 10  
**HIPPERSON, WILLIAM HENRY KEMP**, Durham st, Vauxhall, Cab Master High Court Pet Sept 12 Ord Oct 10  
**HOLMES, EDWARD HENRY**, Walsall, Stone Boat Manufacturer Walsall Pet Oct 10 Ord Oct 11  
**HOWELL, ARTHUR WILLIAM**, Bridgewater, Plumber Bridgewater Pet Oct 12 Ord Oct 12  
**HUNT, JAMES**, Limer, Farmer Lutter Pet Oct 11 Ord Oct 11  
**JONES, DAVID**, Llandrillo yn rhos, Denbigh, Farmer Bangor Pet Oct 11 Ord Oct 11  
**JONES, OWEN**, Llanbeddrogh, Anglesey, Grocer Bangor Pet Oct 12 Ord Oct 12  
**JUKES, ROBERT WILLIAM**, Portobello rd, Cab Proprietor High Court Pet Sept 16 Ord Oct 10  
**MCCAFFERTY, JOHN ANDREW**, Liverpool, Clerk Liverpool Pet Sept 23 Ord Oct 11  
**MCCONEY, JENNIE E.**, South Belgraveia High Court Pet Aug 29 Ord Oct 10  
**MCINTOSH, ARTHUR EDWARD**, Leeds, Iron Moulder Leeds Pet Oct 9 Ord Oct 9  
**MARGINSON, JAMES FLEETWOOD**, Fleetwood, Lancs Preston Pet Sept 12 Ord Oct 10  
**MAYWOOD, STEPHEN**, Ilford, Carman Chelmsford Pet Oct 5 Ord Oct 9  
**PARKSON, CHARLES**, Kingswood, Bristol, Furniture Dealer Bristol Pet Sept 30 Ord Oct 11  
**PAYNE, HARRY GEORGE**, Bladon, Oxford, Farmer Oxford Pet Oct 11 Ord Oct 11  
**PLANT, ALFRED**, Macclesfield, Commission Agent Macclesfield Pet Oct 11 Ord Oct 11  
**PLATT, EDWARD**, Midway, Hartshorne, Derby, Builder Burton on Trent Pet Oct 10 Ord Oct 10  
**PULHAM, ALFRED EMMETT**, Ipswich, Grocer Ipswich Pet Sept 28 Ord Oct 11  
**SHANKAW, CHARLES WILLIAM**, Richmond, Surrey, Licensed Victualler High Court Pet Aug 22 Ord Oct 11  
**SMITH, CHARLES**, Maidstone, Builder Maidstone Pet Sept 27 Ord Oct 10  
**SMITH, JAMES HENRY**, Eton, nr Wotton, Staffs, Blacksmith Macclesfield Pet Oct 11 Ord Oct 11  
**STEPHENSON, WILLIAM**, Richmond, Yorks, Fruit Dealer Northallerton Pet Oct 9 Ord Oct 9  
**STEVENS, TOM**, Kingston upon Hull, Musician Kingston upon Hull Pet Oct 10 Ord Oct 10  
**STOCKS, FREDERICK GEORGE**, Morecambe, Grocer Preston Pet Oct 11 Ord Oct 11  
**TALBOT, ROYALD**, South sq Gray's inn, Solicitor High Court Pet May 18 Ord Oct 10  
**TOWLER GEORGE BLAND**, Heath Town, Staffs, Chemist Wolverhampton Pet Sept 17 Ord Oct 11  
**UPFILL, THOMAS ERNEST**, Leeds Leeds Pet Oct 9 Ord Oct 9  
**WALLIS, ALGERNON**, Tootley st, General Provision Agent High Court Pet Oct 11 Ord Oct 11  
**WESTON, HARRY**, Cardiff, Auctioneer Cardiff Pet Oct 3 Ord Oct 3  
**WILLMOTT, MARY LOUISA**, Balham Wandsworth Pet June 7 Ord Oct 10  
**YOUNG, WILLIAM ARTHUR**, Sydenham, Provision Agent High Court Pet Sept 10 Ord Oct 11

**ADJUDICATION ANNULLED AND RECEIVING ORDER RECORDED.**  
**AMMED, M SHRAJUDIN**, Liddington pl, Oakley High Court Rec Ord Dec 18, 1900 Adjud Feb 26, 1901 Rec & Annul Oct 11, 1901

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### TO PARENTS AND GUARDIANS.—Land

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### CHANCERY LANE.—Large and Light

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## SHEFFIELD CORPORATION

### £3 PER CENT. STOCK.

ISSUE of £364,000, or such other amount as may be necessary to raise the sum of £334,889 4s. 10d. and the expenses of, and incident to, the issue.

Authorized by 'The Sheffield Corporation Acts, 1883 and 1889.'

### Price of issue, £93 per cent.

THE CORPORATION OF SHEFFIELD give notice that under the provisions of the above Acts of Parliament, and in pursuance of resolutions passed at a meeting of the Council held 9th October, 1901, they are PREPARED to RECEIVE APPLICATIONS for the above STOCK.

The Stock, or any part thereof, to be redeemable at par, on the 30th September, 1935, unless the same shall have been previously cancelled by purchase in the open market, or by agreement with the holders.

Rate of interest, £3 per cent. per annum, payable half-yearly, on the 1st March and 1st September, at the Sheffield and Hallamshire Bank, Ltd., Sheffield, or by their London Agents, Messrs. Glyn, Mills, Currie, & Co., 67, Lombard-street. The first dividend, being for a full half-year, will be payable on the 1st March, 1902. Dividend Warrants will be forwarded by post when required.

The Stock will be transferable by deed in any amount. The present issue will rank equally with the other issues of Sheffield Corporation Stock.

The present issue of Stock is to be applied in paying off loans bearing a higher rate of interest, and in raising funds towards carrying on works authorized by the local Acts and Local Government Board sanctions, for extension of Tramways, Water Works, Street Improvements, Street Paving, and for a Loan to the Sheffield School Board.

Applications must be made on the form annexed to Prospectus, accompanied by a deposit of £5 per cent. on the nominal amount applied for, and no application will be received unless upon the prescribed form.

No sum less than £50 of Stock will be allotted, and any amount in excess of that sum must be a multiple of £10.

Applications may be for the whole or any part of the Stock.

The amount of Stock applied for must be written on the outside of the envelope enclosing the application. Where no allotment is made, the full amount of the deposit will be returned, but without interest. In cases of partial allotment the balance of the deposit will be applied towards payment of the Stock allotted.

Applications for Stock to be made to the Registrar, at his Office, Town Hall, Sheffield. The List will be CLOSED at or before noon on FRIDAY, the 25th day of October, 1901.

Payments of the balance of the amount of the Stock allotted must be made at the Sheffield and Hallamshire Bank, Limited, Sheffield; or to their London Agents, Messrs. Glyn, Mills, Currie, & Co., 67, Lombard-street, on the 25th November, 1901. In case of default in payment the deposit will be liable for forfeiture.

The Stock will be inscribed in the books of the Corporation at Sheffield, and Stock Certificates will be delivered in exchange for the Bankers' Receipts, duly endorsed, at the office of the Registrar, as under, and no charge will be made on issue of such Stock Certificates.

The Stock and Interest thereon will be charged on the Borough and District Rates, the powers for levying which are unlimited, and upon the Revenues of the Corporation from their lands, undertakings, and other property for the time being, including the Tramways, Water, Electric Light and Power, and Markets undertakings. The Rateable Value of the City of Sheffield now stands at £1,491,247.

The net Debt of the Corporation of Sheffield now stands at £6,374,556, against which the Corporation possess valuable lands, debts owing on mortgage by other public bodies, and also the Tramways, Water, Electric Light and Power, and Markets undertakings, which undertakings alone represent a capital value of £4,393,173.

The Loans Fund, under the Sheffield Corporation Acts, formed by annual contributions (a continuously increasing amount), is available for the purchase of Stock from the holders for extinction.

The Transfer Books of the Corporation will be closed from the 14th to the 28th February, and from the 17th to the 31st August, both days inclusive, in each year.

The Financial Clauses of "The Sheffield Corporation Act, 1883," being mainly drawn on the basis of the model clauses approved by Parliament the interests of the public are amply protected.

By "The Trustee Act, 1893," Trustees may invest their trust funds in this Stock, unless expressly forbidden by the instrument creating the Trust to invest in Corporation Stocks.

Copies of the Acts of Parliament authorizing the Loan may be seen at the Town Clerk's Office, Town Hall, Sheffield.

A quotation on the London Stock Exchange will be applied for.

Any further information required and Prospectuses and Forms of Application may be obtained from the Registrar.

W. FISHER TASKER,

Registrar and City Accountant.

City Accountant's Office, Town Hall, Sheffield, 17th October, 1901.

ESTABLISHED 1783.

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